

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION**

<b>IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION</b>  This document relates to: Case No. 18-op-45090  THE BLACKFEET TRIBE OF THE BLACKFEET INDIAN RESERVATION,  Plaintiff,  v.  AMERISOURCEBERGEN DRUG CORPORATION, CARDINAL HEALTH, INC., McKESSON CORPORATION, PURDUE PHARMA L.P., PURDUE PHARMA, INC., THE PURDUE FREDERICK COMPANY, INC., TEVA PHARMACEUTICAL INDUSTRIES, LTD., TEVA PHARMACEUTICALS USA, INC., CEPHALON, INC., JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC. n/k/a JANSSEN PHARMACEUTICALS, INC., JANSSEN PHARMACEUTICA INC. n/k/a JANSSEN PHARMACEUTICALS, INC., NORAMCO, INC., ENDO HEALTH SOLUTIONS INC., ENDO PHARMACEUTICALS, INC., PAR PHARMACEUTICAL, INC., PAR PHARMACEUTICAL COMPANIES, INC., ALLERGAN PLC f/k/a ACTAVIS PLC, ALLERGAN FINANCE LLC, f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC., WATSON LABORATORIES, INC., ACTAVIS LLC, ACTAVIS PHARMA, INC. f/k/a WATSON PHARMA, INC., MALLINCKRODT PLC, MALLINCKRODT LLC., SPECGX LLC, INSYS THERAPEUTICS, INC., CVS PHARMACY, INC., CVS INDIANA, L.L.C., WALMART INC. f/k/a WAL-MART STORES, INC., WALGREEN CO., WALGREEN ARIZONA	MDL No. 2804  Case No. 17-md-2804  Judge Dan Aaron Polster
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DRUG CO., ADVANTAGE LOGISTICS, ALBERTSON'S LLC, ANDA PHARMACEUTICALS, INC., ASSOCIATED PHARMACIES, INC., DAKOTA DRUG, INC., and SMITH'S FOOD & DRUG CENTERS, INC. d/b/a PEYTON'S PHOENIX,  Defendants.	
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**ANSWER AND AFFIRMATIVE DEFENSES OF CARDINAL HEALTH, INC.**

Defendant Cardinal Health, Inc. ("Cardinal Health" or "Defendant") hereby submits its Answer and Affirmative Defenses to the First Amended Complaint ("Complaint"). Cardinal Health hereby denies each and every allegation in the Complaint except those expressly admitted below.

1. Cardinal Health admits that Plaintiffs have filed an action as set forth in Paragraph 1 of the Complaint, but denies any liability and further denies that Plaintiffs are entitled to any relief whatsoever. To the extent that Paragraph 1 purports to make additional allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 1 of the Complaint.

**INTRODUCTION<sup>1</sup>**

2. Cardinal Health admits that there is a problem with the misuse, abuse, and over-prescription of opioids. Further answering, Cardinal Health admits that Plaintiffs have filed an action relating to the misuse, abuse, and over-prescription of opioids, but denies any liability and denies that Plaintiffs are entitled to any relief whatsoever from Cardinal Health.

3. Cardinal Health denies the allegations in Paragraph 3 of the Complaint as alleged against Defendant Cardinal Health. As to any remaining allegations, Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations

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<sup>1</sup> Headings are included for organizational purposes only, and Cardinal Health does not admit anything contained therein.

of the Complaint and, therefore, denies the allegations.

4. Cardinal Health admits only that Paragraph 4 purports to contain information from NIH, which speaks for itself, but denies any attempt by Plaintiffs to paraphrase or characterize this information. Further answering, Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 4 of the Complaint and, therefore, denies the allegations.

5. Cardinal Health admits only that Paragraph 5 purports to contain information from CDC, which speaks for itself, but denies any attempt by Plaintiffs to paraphrase or characterize this information. Further answering, Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 5 of the Complaint and, therefore, denies the allegations.

6. Cardinal Health admits only that Paragraph 6 purports to contain information from the American Society of Addiction Medicine, which speaks for itself, but denies any attempt by Plaintiffs to paraphrase or characterize this information. Cardinal Health lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6 of the Complaint and, therefore, denies the allegations.

7. Cardinal Health lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint and, therefore, denies the allegations.

8. Cardinal Health admits only that Paragraph 8 purports to quote Robert Anderson, but denies any attempt by Plaintiffs to paraphrase or characterize Mr. Anderson's words. Cardinal Health admits that on October 26, 2017, President Trump issued a Presidential Memorandum stating that the "drug demand and opioid crisis . . . constitute[] a Public Health Emergency."

9. Cardinal Health admits that Plaintiffs have filed an action as set forth in Paragraph 9 of the Complaint, but denies any liability and denies that Plaintiffs are entitled to any relief whatsoever from Cardinal Health. To the extent that Paragraph 9 purports to make further allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 9 of the Complaint.

10. The allegations of Paragraph 10 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

11. The allegations of Paragraph 11 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

12. The allegations of Paragraph 12 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations. Cardinal Health further responds that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in the last two sentences of Paragraph 12 of the Complaint and, therefore, denies the allegations.

13. The allegations of Paragraph 13 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations. Cardinal Health further responds that it lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in the last two sentences of Paragraph 13 of the Complaint and, therefore, denies the allegations.

14. Cardinal Health lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint and, therefore, denies the allegations.

15. Cardinal Health denies the allegations in Paragraph 15 of the Complaint as alleged against Defendant Cardinal Health.

16. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. The Complaint itself also alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health denies the remaining allegations in Paragraph 16 of the Complaint as alleged against Defendant Cardinal Health.

17. Cardinal Health admits that Daniel Sosin, MD, MPH, FACP, testified as Acting Director of the National Center for Injury Prevention and Control at the CDC before the House Energy and Subcommittee on Oversight and Investigations on April 29, 2014, which Plaintiffs appear to characterize in Paragraph 17 of the Complaint. The testimony speaks for itself, and any attempt to characterize it or selectively quote portions of it out of context is denied. Cardinal Health further admits that the U.S. Surgeon General sent a letter to health care providers and public health leaders on August 24, 2016, which Plaintiffs appear to characterize in Paragraph 17 of the Complaint. The letter speaks for itself, and any attempt to characterize it or selectively quote portions of it out of context is denied. Cardinal Health denies the remaining allegations in Paragraph 17 of the Complaint as alleged against Cardinal Health, including that Cardinal Health's conduct has caused any harm to Plaintiffs.

18. Cardinal Health admits only that the second sentence of Paragraph 18 purports to quote the "then CDC director," whose comments speak for themselves, but denies any attempt by Plaintiffs to characterize or selectively quote from a source not specifically identified. Cardinal Health denies the remaining allegations in Paragraph 18 of the Complaint as alleged against Cardinal Health.

19. Cardinal Health denies the allegations in Paragraph 19 of the Complaint as alleged against Defendant Cardinal Health.

20. Cardinal Health denies the allegations in Paragraph 20 of the Complaint as alleged against Defendant Cardinal Health.

21. Cardinal Health denies the allegations in Paragraph 21 of the Complaint as alleged against Defendant Cardinal Health.

22. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 22 of the Complaint and, therefore, denies the allegations.

23. Cardinal Health admits that Plaintiffs have filed an action as set forth in Paragraph 23 of the Complaint, but denies any liability. To the extent that Paragraph 23 purports to make allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 23 of the Complaint.

### **JURISDICTION AND VENUE**

24. The allegations in Paragraph 24 of the Complaint state legal conclusions to which no response is required.

25. The allegations in Paragraph 25 of the Complaint state legal conclusions to which no response is required.

26. The allegations in Paragraph 26 of the Complaint state legal conclusions to which no response is required. To the extent a further response is required, Cardinal Health denies the remaining allegations in Paragraph 26 of the Complaint.

27. The allegations in Paragraph 27 of the Complaint state legal conclusions to which no response is required. To the extent a further response is required, Cardinal Health denies the remaining allegations in Paragraph 27 of the Complaint.

28. The allegations in Paragraph 28 of the Complaint state legal conclusions to which no response is required.

29. The allegations in Paragraph 29 of the Complaint state legal conclusions to which no response is required.

## **PARTIES**

### **I. PLAINTIFF**

30. Cardinal Health lacks information and knowledge sufficient to form a belief lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 30 of the Complaint and, therefore, denies the allegations.

31. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 31 of the Complaint and, therefore, denies the allegations.

32. Cardinal Health lacks information and knowledge sufficient to form a as to the truth of the allegations in Paragraph 32 of the Complaint and, therefore, denies the allegations.

33. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. The Complaint itself also alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health denies the remaining allegations in Paragraph 33 of the Complaint as to Defendant Cardinal Health.

34. Cardinal Health denies the allegations in Paragraph 34 of the Complaint as to Defendant Cardinal Health.

35. Cardinal Health denies that its conduct has been wrongful or unlawful or has caused Plaintiffs any injury and therefore denies the allegations in Paragraph 35 of the Complaint.

36. The allegations in Paragraph 36 of the Complaint state legal conclusions to which no response is required. To the extent that Paragraph 36 purports to make allegations against Cardinal Health, Cardinal Health denies the allegations in Paragraph 36 of the Complaint.

## **II. DEFENDANTS**

### **A. Marketing Defendants.**

37. The allegations of Paragraph 37 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

#### **1. Purdue Entities**

38. The allegations of Paragraph 38 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

39. The allegations of Paragraph 39 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

40. The allegations of Paragraph 40 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

41. The allegations of Paragraph 41 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

42. The allegations of Paragraph 42 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

43. The allegations of Paragraph 43 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



44. The allegations of Paragraph 44 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. Actavis Entities**

45. The allegations of Paragraph 45 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

46. The allegations of Paragraph 46 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. Cephalon Entities**

47. The allegations of Paragraph 47 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

48. The allegations of Paragraph 48 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

49. The allegations of Paragraph 49 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

50. The allegations of Paragraph 50 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. Janssen Entities**

51. The allegations of Paragraph 51 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

52. The allegations of Paragraph 52 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

53. The allegations of Paragraph 53 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

54. The allegations of Paragraph 54 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

55. The allegations of Paragraph 55 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

56. The allegations of Paragraph 56 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

57. The allegations of Paragraph 57 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

58. The allegations of Paragraph 58 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

59. The allegations of Paragraph 59 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

60. The allegations of Paragraph 60 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

61. The allegations of Paragraph 61 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

## **5. Endo Entities**

62. The allegations of Paragraph 62 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

63. The allegations of Paragraph 63 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

64. The allegations of Paragraph 64 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

65. The allegations of Paragraph 65 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

66. The allegations of Paragraph 66 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

67. The allegations of Paragraph 67 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

68. The allegations of Paragraph 68 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**6. Insys Therapeutics, Inc.**

69. The allegations of Paragraph 69 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

70. The allegations of Paragraph 70 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

71. The allegations of Paragraph 71 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

72. The allegations of Paragraph 72 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

73. The allegations of Paragraph 73 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**7. Mallinckrodt Entities**

74. The allegations of Paragraph 74 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

75. The allegations of Paragraph 75 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

76. The allegations of Paragraph 76 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

77. The allegations of Paragraph 77 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

78. The allegations of Paragraph 78 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

79. The allegations of Paragraph 79 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

80. The allegations of Paragraph 80 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**B. Distributor Defendants**

81. Cardinal Health denies the allegations in Paragraph 81 of the Complaint as alleged against Defendant Cardinal Health.

**1. Cardinal Health, Inc.**

82. Cardinal Health admits that it is a “global, integrated health care services and products company,” and in 2016 was the fifteenth largest company by revenue in the United States, with an annual revenue of \$121 billion. Cardinal Health, through its DEA registrant subsidiaries, does “distribute pharmaceutical drugs, including opioids, throughout the country.” Cardinal Health admits that currently one out of every six pharmaceutical products dispensed to U.S. patients travels through the efficient nationwide network of Cardinal Health. Cardinal Health admits that it is an Ohio corporation headquartered in Dublin, Ohio. Cardinal Health admits that DEA-registered Cardinal Health subsidiaries distribute FDA-approved medications of all types, including opioids, to pharmacies holding valid DEA licenses that dispense those medications pursuant to a prescription from a

licensed physician. Cardinal Health also admits that at all times that Cardinal Health, through its subsidiaries, distributed controlled substances in Montana, Cardinal Health's DEA-registered subsidiaries held an appropriate registration. Cardinal Health denies all remaining allegations in Paragraph 82.

**2. McKesson Corporation**

83. The allegations of Paragraph 83 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

84. The allegations of Paragraph 84 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. AmerisourceBergen Drug Corporation**

85. The allegations of Paragraph 85 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. CVS Entities**

86. The allegations of Paragraph 86 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**5. Walgreens Entities**

87. The allegations of Paragraph 87 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**6. Walmart Inc.**

88. The allegations of Paragraph 88 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**7. Advantage Logistics**

89. The allegations of Paragraph 89 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**8. Albertson's LLC**

90. The allegations of Paragraph 90 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**9. Anda Pharmaceuticals, Inc.**

91. The allegations of Paragraph 91 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**10. Associated Pharmacies, Inc.**

92. The allegations of Paragraph 92 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**11. Dakota Drug, Inc.**

93. The allegations of Paragraph 93 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**12. Smith's Food & Drug Centers, Inc.**

94. The allegations of Paragraph 94 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

95. The allegations of Paragraph 95 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

96. The allegations of Paragraph 96 of the Complaint contain a characterization of the complaint to which no response is required. To the extent any response is required, Cardinal Health denies the allegations.

97. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 97 of the Complaint and, therefore, denies the allegations.

**C. Agency and Authority**

98. Cardinal Health denies the allegations in Paragraph 98 of the Complaint as alleged against Defendant Cardinal Health.

## **FACTUAL ALLEGATIONS**

### **I. FACTS COMMON TO ALL CLAIMS<sup>1</sup>**

#### **A. Opioids and Their Effects**

99. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 99 of the Complaint and, therefore, denies the allegations.

100. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 100 of the Complaint and, therefore, denies the allegations.

101. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 101 of the Complaint and, therefore, denies the allegations.

102. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 102 of the Complaint and, therefore, denies the allegations.

103. Cardinal Health denies the allegations in Paragraph 103 of the Complaint as alleged against Defendant Cardinal Health.

104. Cardinal Health admits that most prescription opioids are regulated as Schedule II controlled substances by the DEA. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 104 of the Complaint and, therefore, denies the allegations.

105. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 105 of the Complaint and, therefore, denies the allegations.

106. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 106 of the Complaint and, therefore, denies the allegations

107. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 107 of the Complaint and, therefore, denies the allegations.

108. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 108 of the Complaint and, therefore, denies the allegations.

109. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 109 of the Complaint and, therefore, denies the allegations.

110. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 110 of the Complaint and, therefore, denies the allegations.

111. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 111 of the Complaint and, therefore, denies the allegations.

112. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 112 of the Complaint and, therefore, denies the allegations.

113. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 113 of the Complaint and, therefore, denies the allegations.



114. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 114 of the Complaint and, therefore, denies the allegations.

**B. The Resurgence of Opioid Use in the United States**

**1. The Sackler Family Integrated Advertising and Medicine**

115. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 115 of the Complaint and, therefore, denies the allegations.

116. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 116 of the Complaint and, therefore, denies the allegations.

117. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 117 of the Complaint and, therefore, denies the allegations.

118. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 118 of the Complaint and, therefore, denies the allegations.

119. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 119 of the Complaint and, therefore, denies the allegations.

120. Cardinal Health lacks information and knowledge sufficient to form a belief

as to the truth of the allegations in Paragraph 120 of the Complaint and, therefore, denies the allegations.

**2. Purdue and the Development of OxyContin**

121. The allegations of Paragraph 121 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

122. The allegations of Paragraph 122 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

123. The allegations of Paragraph 123 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

124. The allegations of Paragraph 124 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

125. The allegations of Paragraph 125 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

126. The allegations of Paragraph 126 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

127. The allegations of Paragraph 127 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

128. The allegations of Paragraph 128 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

129. The allegations of Paragraph 129 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

130. The allegations of Paragraph 130 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

131. The allegations of Paragraph 131 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

132. The allegations of Paragraph 132 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. Other Marketing Defendants Leapt at the Opioid Opportunity**

133. The allegations of Paragraph 133 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

134. The allegations of Paragraph 134 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

135. The allegations of Paragraph 135 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

136. The allegations of Paragraph 136 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

137. The allegations of Paragraph 137 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

138. The allegations of Paragraph 138 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

139. The allegations of Paragraph 139 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

140. The allegations of Paragraph 140 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**C. Defendants' Conduct Created An Abatable Public Nuisance**

141. Cardinal Health denies the allegations in Paragraph 141 of the Complaint as to Defendant Cardinal Health.

142. Cardinal Health denies the allegations in Paragraph 142 of the Complaint as to Defendant Cardinal Health.

143. Cardinal Health denies the allegations in Paragraph 143 of the Complaint as to Defendant Cardinal Health.

**D. The Marketing Defendants' Multi-Pronged Scheme to Change and Sustain Prescriber Habits and Public Perception and Increase Demand for Opioids**

144. The allegations of Paragraph 144 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

145. The allegations of Paragraph 145 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

146. The allegations of Paragraph 146 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**1. The Marketing Defendants Promoted Multiple Falsehoods About Opioids**

147. The allegations of Paragraph 147 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

148. The allegations of Paragraph 148 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

149. The allegations of Paragraph 149 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. Falsehood #1: The risk of addiction from chronic opioid therapy is low**

150. The allegations of Paragraph 150 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

151. The allegations of Paragraph 151 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

152. The allegations of Paragraph 152 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Purdue's misrepresentations regarding addiction risk**

153. The allegations of Paragraph 153 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

154. The allegations of Paragraph 154 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

155. The allegations of Paragraph 155 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

156. The allegations of Paragraph 156 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

157. The allegations of Paragraph 157 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

158. The allegations of Paragraph 158 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

159. The allegations of Paragraph 159 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

160. The allegations of Paragraph 160 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

161. The allegations of Paragraph 161 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

162. The allegations of Paragraph 162 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

163. The allegations of Paragraph 163 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

164. The allegations of Paragraph 164 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

165. The allegations of Paragraph 165 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

166. The allegations of Paragraph 166 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

167. The allegations of Paragraph 167 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

168. The allegations of Paragraph 168 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

169. The allegations of Paragraph 169 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

170. The allegations of Paragraph 170 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

171. The allegations of Paragraph 171 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

172. The allegations of Paragraph 172 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Endo's misrepresentations regarding addiction risk**

173. The allegations of Paragraph 173 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

174. The allegations of Paragraph 174 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

175. The allegations of Paragraph 175 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

176. The allegations of Paragraph 176 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

177. The allegations of Paragraph 177 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

178. The allegations of Paragraph 178 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

179. The allegations of Paragraph 179 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

180. The allegations of Paragraph 180 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Janssen's misrepresentations regarding addiction risk.**

181. The allegations of Paragraph 181 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

182. The allegations of Paragraph 182 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

183. The allegations of Paragraph 183 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

184. The allegations of Paragraph 184 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

185. The allegations of Paragraph 185 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

186. The allegations of Paragraph 186 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

187. The allegations of Paragraph 187 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

188. The allegations of Paragraph 188 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

189. The allegations of Paragraph 189 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iv. Cephalon's misrepresentations regarding addiction risk.**

190. The allegations of Paragraph 190 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

191. The allegations of Paragraph 191 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

192. The allegations of Paragraph 192 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**v. Actavis's misrepresentations regarding addiction risk.**

193. The allegations of Paragraph 193 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

194. The allegations of Paragraph 194 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

195. The allegations of Paragraph 195 do not relate to Cardinal Health. To the



extent any response is required, Cardinal Health denies the allegations.

196. The allegations of Paragraph 196 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**vi. Mallinckrodt's misrepresentations regarding addiction risk**

197. The allegations of Paragraph 197 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

198. The allegations of Paragraph 198 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

199. The allegations of Paragraph 199 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

200. The allegations of Paragraph 200 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

201. Cardinal Health denies the allegations in Paragraph 201 of the Complaint as to Defendant Cardinal Health.

**b. Falsehood #2: To the extent there is a risk of addiction, it can be easily identified and managed**

202. The allegations of Paragraph 202 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

203. The allegations of Paragraph 203 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

204. The allegations of Paragraph 204 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

205. The allegations of Paragraph 205 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

206. The allegations of Paragraph 206 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

207. The allegations of Paragraph 207 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

208. The allegations of Paragraph 208 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

209. The allegations of Paragraph 209 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**c. Falsehood #3: Signs of addictive behavior are “pseudoaddiction,” requiring more opioids**

210. The allegations of Paragraph 210 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

211. The allegations of Paragraph 211 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

212. The allegations of Paragraph 212 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

213. The allegations of Paragraph 213 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

214. The allegations of Paragraph 214 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

215. The allegations of Paragraph 215 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

216. The allegations of Paragraph 216 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

217. The allegations of Paragraph 217 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

218. The allegations of Paragraph 218 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

219. The allegations of Paragraph 219 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

220. The allegations of Paragraph 220 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**d. Falsehood #4: Opioid withdrawal can be avoided by tapering**

221. The allegations of Paragraph 221 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

222. The allegations of Paragraph 222 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

223. The allegations of Paragraph 223 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

224. The allegations of Paragraph 224 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**e. Falsehood #5: Opioid doses can be increased without limit or greater risks**

225. The allegations of Paragraph 225 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

226. The allegations of Paragraph 226 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

227. The allegations of Paragraph 227 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

228. The allegations of Paragraph 228 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

229. The allegations of Paragraph 229 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

230. The allegations of Paragraph 230 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

231. The allegations of Paragraph 231 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

232. The allegations of Paragraph 232 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

233. The allegations of Paragraph 233 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

234. The allegations of Paragraph 234 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

235. The allegations of Paragraph 235 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

236. The allegations of Paragraph 236 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**f. Falsehood #6: Long-term opioid use improves functioning**

237. The allegations of Paragraph 237 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

238. The allegations of Paragraph 238 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

239. The allegations of Paragraph 239 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

240. The allegations of Paragraph 240 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

241. The allegations of Paragraph 241 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

242. The allegations of Paragraph 242 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

243. The allegations of Paragraph 243 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

244. The allegations of Paragraph 244 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

245. The allegations of Paragraph 245 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

246. The allegations of Paragraph 246 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

247. The allegations of Paragraph 247 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

248. The allegations of Paragraph 248 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

249. The allegations of Paragraph 249 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

250. The allegations of Paragraph 250 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

251. The allegations of Paragraph 251 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

252. The allegations of Paragraph 252 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

253. The allegations of Paragraph 253 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**g. Falsehood #7: Alternative forms of pain relief pose greater risks than opioids**

254. The allegations of Paragraph 254 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

255. The allegations of Paragraph 255 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

256. The allegations of Paragraph 256 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

257. The allegations of Paragraph 257 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

258. The allegations of Paragraph 258 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

259. The allegations of Paragraph 259 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

260. The allegations of Paragraph 260 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

261. The allegations of Paragraph 261 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

262. The allegations of Paragraph 262 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

263. The allegations of Paragraph 263 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**h. Falsehood #8: OxyContin provides twelve hours of pain relief**

264. The allegations of Paragraph 264 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

265. The allegations of Paragraph 265 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

266. The allegations of Paragraph 266 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

267. The allegations of Paragraph 267 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

268. The allegations of Paragraph 268 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

269. The allegations of Paragraph 269 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

270. The allegations of Paragraph 270 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

271. The allegations of Paragraph 271 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

272. The allegations of Paragraph 272 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

273. The allegations of Paragraph 273 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

274. The allegations of Paragraph 274 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

275. The allegations of Paragraph 275 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Falsehood #9: New formulations of certain opioids successfully deter abuse**

276. The allegations of Paragraph 276 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

277. The allegations of Paragraph 277 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Purdue's deceptive marketing of reformulated OxyContin and Hysingla ER**

278. The allegations of Paragraph 278 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

279. The allegations of Paragraph 279 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

280. The allegations of Paragraph 280 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

281. The allegations of Paragraph 281 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

282. The allegations of Paragraph 282 do not relate to Cardinal Health. To the



extent any response is required, Cardinal Health denies the allegations.

283. The allegations of Paragraph 283 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

284. The allegations of Paragraph 284 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

285. The allegations of Paragraph 285 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

286. The allegations of Paragraph 286 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

287. The allegations of Paragraph 287 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

288. The allegations of Paragraph 288 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

289. The allegations of Paragraph 289 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Endo's deceptive marketing of reformulated Opana ER**

290. The allegations of Paragraph 290 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

291. The allegations of Paragraph 291 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

292. The allegations of Paragraph 292 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

293. The allegations of Paragraph 293 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

294. The allegations of Paragraph 294 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

295. The allegations of Paragraph 295 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

296. The allegations of Paragraph 296 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

297. The allegations of Paragraph 297 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

298. The allegations of Paragraph 298 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

299. The allegations of Paragraph 299 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

300. The allegations of Paragraph 300 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

301. The allegations of Paragraph 301 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

302. The allegations of Paragraph 302 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

303. The allegations of Paragraph 303 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

304. The allegations of Paragraph 304 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

305. The allegations of Paragraph 305 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

306. The allegations of Paragraph 306 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

307. The allegations of Paragraph 307 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

308. The allegations of Paragraph 308 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

309. The allegations of Paragraph 309 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

310. The allegations of Paragraph 310 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

311. The allegations of Paragraph 311 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

312. The allegations of Paragraph 312 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Other Marketing Defendants' misrepresentations regarding abuse deterrence**

313. The allegations of Paragraph 313 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

314. The allegations of Paragraph 314 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

315. The allegations of Paragraph 315 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

316. The allegations of Paragraph 316 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

317. The allegations of Paragraph 317 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. The Marketing Defendants Disseminated Their Misleading Messages About Opioids Through Multiple Channels**

318. The allegations of Paragraph 318 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

319. The allegations of Paragraph 319 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. The Marketing Defendants Directed Front Groups to Deceptively Promote Opioid Use**

320. The allegations of Paragraph 320 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

321. The allegations of Paragraph 321 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

322. The allegations of Paragraph 322 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

323. The allegations of Paragraph 323 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

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324. The allegations of Paragraph 324 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. American Pain Foundation**

325. The allegations of Paragraph 325 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

326. The allegations of Paragraph 326 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

327. The allegations of Paragraph 327 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

328. The allegations of Paragraph 328 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

329. The allegations of Paragraph 329 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

330. The allegations of Paragraph 330 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

331. The allegations of Paragraph 331 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

332. The allegations of Paragraph 332 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. American Academy of Pain Medicine and the  
American Pain Society**

333. The allegations of Paragraph 333 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

334. The allegations of Paragraph 334 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

335. The allegations of Paragraph 335 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

336. The allegations of Paragraph 336 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

337. The allegations of Paragraph 337 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

338. The allegations of Paragraph 338 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

339. The allegations of Paragraph 339 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

340. The allegations of Paragraph 340 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

341. The allegations of Paragraph 341 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

342. The allegations of Paragraph 342 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

343. The allegations of Paragraph 343 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

344. The allegations of Paragraph 344 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. FSMB**

345. The allegations of Paragraph 345 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

346. The allegations of Paragraph 346 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

347. The allegations of Paragraph 347 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

348. The allegations of Paragraph 348 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

349. The allegations of Paragraph 349 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

350. The allegations of Paragraph 350 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iv. The Alliance for Patient Access**

351. The allegations of Paragraph 351 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

352. The allegations of Paragraph 352 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

353. The allegations of Paragraph 353 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

354. The allegations of Paragraph 354 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

355. The allegations of Paragraph 355 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

356. The allegations of Paragraph 356 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

357. The allegations of Paragraph 357 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

358. The allegations of Paragraph 358 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**v. The U.S. Pain Foundation (“USPF”)**

359. The allegations of Paragraph 359 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**vi. American Geriatrics Society (“AGS”)**

360. The allegations of Paragraph 360 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

361. The allegations of Paragraph 361 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

362. The allegations of Paragraph 362 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

363. The allegations of Paragraph 363 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. The Marketing Defendants Paid Key Opinion Leaders to Deceptively Promote Opioid Use**

364. The allegations of Paragraph 364 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

365. The allegations of Paragraph 365 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

366. The allegations of Paragraph 366 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

367. The allegations of Paragraph 367 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

368. The allegations of Paragraph 368 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



369. The allegations of Paragraph 369 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

370. The allegations of Paragraph 370 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

371. The allegations of Paragraph 371 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. Dr. Russell Portenoy**

372. The allegations of Paragraph 372 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

373. The allegations of Paragraph 373 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

374. The allegations of Paragraph 374 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

375. The allegations of Paragraph 375 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

376. The allegations of Paragraph 376 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

377. The allegations of Paragraph 377 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

378. The allegations of Paragraph 378 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

379. The allegations of Paragraph 379 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Dr. Lynn Webster**

380. The allegations of Paragraph 380 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

381. The allegations of Paragraph 381 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

382. The allegations of Paragraph 382 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

383. The allegations of Paragraph 383 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

384. The allegations of Paragraph 384 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iii. Dr. Perry Fine**

385. The allegations of Paragraph 385 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

386. The allegations of Paragraph 386 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

387. The allegations of Paragraph 387 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

388. The allegations of Paragraph 388 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

389. The allegations of Paragraph 389 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

390. The allegations of Paragraph 390 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

391. The allegations of Paragraph 391 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**iv. Dr. Scott Fishman**

392. The allegations of Paragraph 392 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

393. The allegations of Paragraph 393 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

394. The allegations of Paragraph 394 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

395. The allegations of Paragraph 395 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

396. The allegations of Paragraph 396 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**c. The Marketing Defendants Disseminated Their Misrepresentations Through Continuing Medical Education Programs**

397. The allegations of Paragraph 397 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

398. The allegations of Paragraph 398 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

399. The allegations of Paragraph 399 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

400. The allegations of Paragraph 400 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

401. The allegations of Paragraph 401 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

402. The allegations of Paragraph 402 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

403. The allegations of Paragraph 403 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

404. The allegations of Paragraph 404 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

405. The allegations of Paragraph 405 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

406. The allegations of Paragraph 406 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

407. The allegations of Paragraph 407 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

408. The allegations of Paragraph 408 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

409. The allegations of Paragraph 409 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**d. The Marketing Defendants Used “Branded” Advertising to Promote their Products to Doctors and Consumers**

410. The allegations of Paragraph 410 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

411. The allegations of Paragraph 411 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**e. The Marketing Defendants Used “Unbranded” Advertising To Promote Opioid Use For Chronic Pain Without FDA Review**

412. The allegations of Paragraph 412 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

413. The allegations of Paragraph 413 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**f. The Marketing Defendants Funded, Edited And Distributed Publications That Supported Their Misrepresentations**

414. The allegations of Paragraph 414 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

415. The allegations of Paragraph 415 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

416. The allegations of Paragraph 416 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

417. The allegations of Paragraph 417 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

418. The allegations of Paragraph 418 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

419. The allegations of Paragraph 419 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**g. The Marketing Defendants Used Detailing To Directly Disseminate Their Misrepresentations To Prescribers**

420. The allegations of Paragraph 420 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

421. The allegations of Paragraph 421 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

422. The allegations of Paragraph 422 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

423. The allegations of Paragraph 423 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

424. The allegations of Paragraph 424 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

425. The allegations of Paragraph 425 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

426. The allegations of Paragraph 426 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

427. The allegations of Paragraph 427 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

428. The allegations of Paragraph 428 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

429. The allegations of Paragraph 429 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**h. Marketing Defendants Used Speakers' Bureaus and Programs to Spread Their Deceptive Messages**

430. The allegations of Paragraph 430 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

431. The allegations of Paragraph 431 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

432. The allegations of Paragraph 432 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

**3. The Marketing Defendants Failed and Omitted to Effectively, Adequately and Affirmatively Communicate the Approved and Proper Use and the Risk and Safety Information Associated with Their Opioid Products**

433. The allegations of Paragraph 433 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

434. The allegations of Paragraph 434 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

435. The allegations of Paragraph 435 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

436. The allegations of Paragraph 436 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. The Marketing Defendants Targeted Vulnerable Populations**

437. The allegations of Paragraph 437 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

438. The allegations of Paragraph 438 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

439. The allegations of Paragraph 439 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

440. The allegations of Paragraph 440 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

441. The allegations of Paragraph 441 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

442. The allegations of Paragraph 442 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

443. The allegations of Paragraph 443 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**5. Insys Employed Fraudulent, Illegal, and Misleading Marketing Schemes to Promote Subsys**

444. The allegations of Paragraph 444 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

445. The allegations of Paragraph 445 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

446. The allegations of Paragraph 446 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

447. The allegations of Paragraph 447 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

448. The allegations of Paragraph 448 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

449. The allegations of Paragraph 449 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

450. The allegations of Paragraph 450 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

451. The allegations of Paragraph 451 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

452. The allegations of Paragraph 452 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

453. The allegations of Paragraph 453 do not relate to Cardinal Health. To the



extent any response is required, Cardinal Health denies the allegations.

454. The allegations of Paragraph 454 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

455. The allegations of Paragraph 455 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

456. The allegations of Paragraph 456 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

457. The allegations of Paragraph 457 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

458. The allegations of Paragraph 458 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**6. The Marketing Defendants' Scheme Succeeded, Creating a Public Health Epidemic**

**a. Marketing Defendants dramatically expanded opioid prescribing and use**

459. The allegations of Paragraph 459 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

460. The allegations of Paragraph 460 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

461. The allegations of Paragraph 461 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

462. The allegations of Paragraph 462 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

463. The allegations of Paragraph 463 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

464. The allegations of Paragraph 464 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

465. The allegations of Paragraph 465 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Marketing Defendants' deception in expanding their market created and fueled the opioid epidemic**

466. The allegations of Paragraph 466 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

467. The allegations of Paragraph 467 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

468. The allegations of Paragraph 468 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**c. Distributor Defendants Participated in and Abetted the Marketing Scheme**

469. Cardinal Health denies the allegations in Paragraph 498 of the Complaint as alleged against Defendant Cardinal Health.

470. The allegations of Paragraph 470 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

471. Cardinal Health denies the allegations of Paragraph 471 of the Complaint.

472. The allegations of Paragraph 472 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

473. Cardinal Health denies the allegations in Paragraph 473 of the Complaint as alleged against Cardinal Health.

**E. Defendants Throughout the Supply Chain Deliberately Disregarded Their Duties to Maintain Effective Controls and to Identify, Report, and Take Steps to Halt Suspicious Orders**

474. Cardinal Health denies the allegations in Paragraph 474 of the Complaint as alleged against Defendant Cardinal Health.

475. Cardinal Health denies the allegations in Paragraph 475 of the Complaint as alleged against Defendant Cardinal Health.

476. Cardinal Health denies the allegations in Paragraph 476 of the Complaint as alleged against Defendant Cardinal Health.

477. Cardinal Health admits that wholesale distributors of controlled substances are required to register with the DEA. Cardinal Health also admits that at all times that Cardinal Health, through its subsidiaries, distributed controlled substances, Cardinal Health's DEA-registered subsidiaries held an appropriate registration. Cardinal Health respectfully refers the Court to the cited statutes and regulations for their true and correct contents. Cardinal Health denies the remaining allegations in Paragraph 477 of the Complaint as alleged against Defendant Cardinal Health.

478. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 478 of the Complaint and, therefore, denies the allegations.

479. Cardinal Health admits only that Paragraph 479 purports to characterize a document, which speaks for itself, but denies any attempt by Plaintiff to characterize or selectively quote from it. To the extent a further response is required, Cardinal Health denies the allegations in Paragraph 479 of the Complaint as alleged against Defendant Cardinal Health, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

**1. All Defendants Have a Duty to Report Suspicious Orders and Not to Ship Those Orders Unless Due Diligence Disproves Their Suspicions**

480. Cardinal Health denies the allegations in Paragraph 480 of the Complaint as alleged against Defendant Cardinal Health.

481. Cardinal Health denies the allegations in Paragraph 481 of the Complaint as alleged against Defendant Cardinal Health.

482. Cardinal Health denies the allegations in Paragraph 482 of the Complaint as alleged against Defendant Cardinal Health.

483. Cardinal Health admits that wholesale distributors of controlled substances are required to register with the DEA. Cardinal Health also admits that at all times that Cardinal Health, through its subsidiaries, distributed controlled substances, Cardinal Health's DEA-registered subsidiaries held an appropriate registration. As to the second sentence of Paragraph 483, Cardinal Health admits that the CSA requires the Attorney General to consider, when determining whether a distributor should be registered under the CSA, that distributor's "maintenance of effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels," 21 U.S.C. § 823(b)(1), and that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," 21 C.F.R. § 1301.74(b). Cardinal Health denies any attempt by the Plaintiff to purport to characterize or selectively quote the statutes and regulations quoted in the second sentence of Paragraph 483, which speak for themselves. Cardinal Health denies the remaining allegations in Paragraph 483 of the Complaint as alleged against Defendant Cardinal Health.

484. Cardinal Health admits that it is subject to certain laws in the State of Montana. To the extent there are any remaining allegations contained in Paragraph 484, which is vague and ambiguous, Cardinal Health denies those allegations as alleged against

Cardinal Health.

485. Cardinal Health admits that the Controlled Substances Act was passed in 1970. Cardinal Health also admits that the CSA and its implementing regulations created a closed system of distribution for controlled substances. Cardinal Health denies the remaining allegations in Paragraph 485 of the Complaint as alleged against Defendant Cardinal Health.

486. Cardinal Health admits that DEA sets an aggregate production quota setting “the total quantity of each basic class of controlled substance listed in Schedule I or II necessary to be manufactured during the following calendar year.” 21 C.F.R. § 1303.11. Cardinal Health admits that wholesale distributors of controlled substances are required to register with the DEA. Cardinal Health also admits that at all times that Cardinal Health, through its subsidiaries, distributed controlled substances, Cardinal Health’s DEA-registered subsidiaries held an appropriate registration. Cardinal Health admits that the CSA requires the Attorney General to consider, when determining whether a distributor should be registered under the CSA, that distributor’s “maintenance of effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels.” 21 U.S.C. § 823(b)(1). Cardinal Health admits that the CSA’s regulations require registrants to “design and operate a system to disclose to the registrant suspicious orders of controlled substances,” and that “[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant.” 21 C.F.R. § 1301.74(b). Cardinal Health denies Plaintiff’s attempt to characterize these statutes and regulations, which speak for themselves. Cardinal Health denies the remaining allegations in Paragraph 486 of the Complaint as alleged against Defendant Cardinal Health.

487. Cardinal Health admits that DEA sets an aggregate production quota setting

“the total quantity of each basic class of controlled substance listed in Schedule I or II necessary to be manufactured during the following calendar year.” 21 C.F.R. § 1303.11. Cardinal Health admits that among the factors DEA considers in making this determination are “Total net disposal of the class by all manufacturers during the current and 2 preceding years”; “Trends in the national rate of net disposal of the class”; “Total actual (or estimated) inventories of the class and of all substances manufactured from the class, and trends in inventory accumulation”; “Relevant information obtained from the Department of Health and Human Services, including from the Food and Drug Administration, the Centers for Disease Control and Prevention, and the Centers for Medicare and Medicaid Services”; and “Other factors affecting medical, scientific, research, and industrial needs in the United States and lawful export requirements, as the Administrator finds relevant, including changes in the currently accepted medical use in treatment with the class or the substances which are manufactured from it, the economic and physical availability of raw materials for use in manufacturing and for inventory purposes, yield and stability problems, potential disruptions to production (including possible labor strikes), and recent unforeseen emergencies such as floods and fires.” 21 C.F.R. § 1301.11(b). Cardinal Health admits that a manufacturer-applicant’s “production cycle and current inventory position” may be considered in determining an applicant’s individual manufacturing quota. 21 C.F.R. § 1303.23(a)(2). Except as expressly admitted above, Cardinal Health denies the allegations in Paragraph 487 of the Complaint as alleged against Defendant Cardinal Health and respectfully refers the Court to any cited documents for their true and correct contents, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

488. Cardinal Health admits that the DEA assigns manufacturing quotas to classes of controlled substances, but denies that Cardinal Health is involved in the setting of the quotas. Cardinal Health denies the allegations in Paragraph 488 of the Complaint as alleged

against Defendant Cardinal Health.

489. Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health admits that the regulation states, "Suspicious orders include orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency." *Id.* Cardinal Health denies Plaintiff's attempt to characterize, paraphrase, or add to these regulations, which speak for themselves. Cardinal Health denies the remaining allegations in Paragraph 489 of the Complaint as alleged against Defendant Cardinal Health.

490. Cardinal Health denies the allegations in Paragraph 490 of the Complaint as alleged against Defendant Cardinal Health.

491. Cardinal Health denies the allegations in Paragraph 491 of the Complaint as alleged against Defendant Cardinal Health.

492. Cardinal Health denies the allegations in Paragraph 492 of the Complaint as alleged against Defendant Cardinal Health.

493. Cardinal Health denies the allegations in Paragraph 493 of the Complaint as alleged against Defendant Cardinal Health.

494. Cardinal Health denies the allegations in the last sentence of Paragraph 494 of the Complaint as alleged against Defendant Cardinal Health. The remaining allegations in Paragraph 494 contain generalized allegations about the wholesale distribution industry; absent further specificity, Cardinal Health can neither admit nor deny the allegations in Paragraph 494.

495. The allegations in Paragraph 495 of the Complaint are not directed to Cardinal Health. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 495 of the Complaint and, therefore, denies the allegations.

496. Cardinal Health denies the allegations in Paragraph 496 of the Complaint as alleged against Defendant Cardinal Health.

497. Cardinal Health denies the allegations in Paragraph 497 of the Complaint as alleged against Defendant Cardinal Health.

**2. Defendants Were Aware of and Have Acknowledged Their Obligations to Prevent Diversion and to Report and Take Steps to Halt Suspicious Orders**

498. Cardinal Health denies the allegations in Paragraph 498 of the Complaint as alleged against Defendant Cardinal Health.

499. Cardinal Health admits that it has a limited and specific but important role in the healthcare system of the United States by distributing FDA-approved medications to DEA-licensed pharmacies that may dispense to patients with a valid prescription from a licensed healthcare provider, but otherwise denies the allegations in Paragraph 499 of the Complaint as alleged against Defendant Cardinal Health.

500. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 500 of the Complaint and, therefore, denies the allegations.

501. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance. Cardinal Health further admits that Paragraph 501 purports to selectively quote certain statements issued by that organization. Statements made by the Healthcare Distribution Alliance speak for themselves and any attempts by Plaintiffs to characterize



them are denied. Cardinal Health denies the remaining allegations in Paragraph 501 of the Complaint as alleged against Defendant Cardinal Health.

502. Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health denies that the CSA imparts on distributors an obligation to decline to fill suspicious orders. Cardinal Health admits that the DEA has provided briefings and conducted conferences, but denies Plaintiff's characterization of these events in Paragraph 502. Cardinal Health denies all remaining allegations in Paragraph 502 of the Complaint as alleged against Defendant Cardinal Health.

503. Cardinal Health admits that the CSA's regulations require registrants to "design and operate a system to disclose to the registrant suspicious orders of controlled substances," and that "[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant." 21 C.F.R. § 1301.74(b). Cardinal Health denies that the CSA imparts on distributors an obligation to decline to fill suspicious orders, or to conduct due diligence regarding suspicious orders. Cardinal Health admits that the DEA sent correspondence to it or its subsidiaries that contained the quoted language (letter dated September 27, 2006), and respectfully refers the Court to any cited documents for their true and correct contents. Cardinal Health further denies Plaintiff's characterization of these events in Paragraph 503. Cardinal Health denies all remaining allegations in Paragraph 503 of the Complaint as alleged against Defendant Cardinal Health.

504. Cardinal Health admits that the CSA's regulations require registrants to

“design and operate a system to disclose to the registrant suspicious orders of controlled substances,” and that “[t]he registrant shall inform the Field Division Office of the Administration in his area of suspicious orders when discovered by the registrant.” 21 C.F.R. § 1301.74(b). Cardinal Health denies that the CSA imparts on distributors an obligation to decline to fill suspicious orders, or to conduct due diligence regarding suspicious orders. Cardinal Health admits that the DEA sent correspondence to it or its subsidiaries that contained the quoted language (letter dated December 27, 2007), and respectfully refers the Court to any cited documents for their true and correct contents. Cardinal Health further denies Plaintiff’s characterization of these events in Paragraph 504. Cardinal Health denies all remaining allegations in Paragraph 504 of the Complaint as alleged against Defendant Cardinal Health.

505. The allegations of Paragraph 505 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

506. The allegations of Paragraph 506 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

507. The allegations of Paragraph 507 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

508. The allegations of Paragraph 508 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

509. The allegations of Paragraph 509 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

510. The allegations of Paragraph 510 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

511. The allegations of Paragraph 511 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

512. The allegations of Paragraph 512 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. Defendants Worked Together to Inflate the Quotas of Opioids They Could Distribute**

513. Cardinal Health denies the allegations in Paragraph 513 of the Complaint as alleged against Defendant Cardinal Health.

514. Cardinal Health denies the allegations in Paragraph 514 of the Complaint as alleged against Defendant Cardinal Health.

515. Cardinal Health admits that Cardinal Health, through its DEA-registered subsidiaries, acquires pharmaceuticals from manufacturers, but denies the remaining allegations in the first five sentences of Paragraph 515 as alleged against Defendant Cardinal Health. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations in the last six sentences of Paragraph 515 of the Complaint and, therefore, denies the allegations.

516. Cardinal Health negotiates with pharmaceutical manufacturers on a contract-by-contract basis, and the terms of these contracts are not uniform; thus, Cardinal Health lacks sufficient knowledge to admit or deny the allegations in the first sentence of Paragraph 516 because the allegations are not specific to any contract. Cardinal Health admits that, through its DEA-registered subsidiaries, it is a wholesale distributor of FDA-approved controlled substances to DEA-and state-licensed pharmacies, and that Cardinal Health takes, pursuant to the Controlled Substances Act, certain security measures. Cardinal Health denies the remaining allegations of Paragraph 516 of the Complaint as alleged against Defendant Cardinal Health.

517. Cardinal Health denies the allegations of Paragraph 517 as alleged against

Defendant Cardinal Health.

518. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 518 of the Complaint and, therefore, denies the allegations.

519. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 519 of the Complaint and, therefore, denies the allegations.

520. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 520.

521. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 521.

522. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 522.

523. Cardinal Health denies the allegations in Paragraph 523 as alleged against Defendant Cardinal Health.

524. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 524.

525. Cardinal Health denies the allegations in Paragraph 525 as alleged against Defendant Cardinal Health.

526. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, but denies all remaining allegations in Paragraph 526.

527. Cardinal Health admits that it is a member of the Healthcare Distribution Alliance, and that members of the Healthcare Distribution Alliance may participate in

councils, committees, task forces and working groups, including those listed in Paragraph 527 of the Complaint, but denies all remaining allegations in Paragraph 527.

528. Cardinal Health denies the allegations in Paragraph 528 as alleged against Defendant Cardinal Health.

529. Cardinal Health denies the allegations in Paragraph 529 of the Complaint as alleged against Defendant Cardinal Health.

530. Cardinal Health denies the allegations in Paragraph 530 of the Complaint as alleged against Defendant Cardinal Health.

531. Cardinal Health denies the allegations in Paragraph 531 of the Complaint as alleged against Defendant Cardinal Health.

532. Cardinal Health denies the allegations in Paragraph 532 of the Complaint as alleged against Defendant Cardinal Health.

533. Cardinal Health denies the allegations in Paragraph 533 of the Complaint as alleged against Defendant Cardinal Health.

534. Cardinal Health denies the allegations in Paragraph 534 of the Complaint as alleged against Defendant Cardinal Health.

535. Cardinal Health denies the allegations in Paragraph 535 of the Complaint as alleged against Defendant Cardinal Health.

536. Cardinal Health denies the allegations in Paragraph 536 of the Complaint as alleged against Defendant Cardinal Health.

537. Cardinal Health denies the allegations in Paragraph 537 of the Complaint as alleged against Defendant Cardinal Health.

538. Cardinal Health denies the allegations in Paragraph 538 of the Complaint as

alleged against Defendant Cardinal Health.

**4. Defendants Kept Careful Track of Prescribing Data and Knew About Suspicious Orders and Prescribers**

539. Cardinal Health denies the allegations in Paragraph 539 of the Complaint as alleged against Defendant Cardinal Health.

540. Cardinal Health denies the allegations in Paragraph 540 of the Complaint as alleged against Defendant Cardinal Health.

541. Cardinal Health denies the allegations in Paragraph 541 of the Complaint as alleged against Defendant Cardinal Health.

542. Cardinal Health denies the allegations in Paragraph 542 of the Complaint as alleged against Defendant Cardinal Health.

543. Cardinal Health denies the allegations in Paragraph 543 of the Complaint as alleged against Defendant Cardinal Health.

544. Cardinal Health admits it has developed and used “know your customer” questionnaires. Cardinal Health denies the remaining allegations in Paragraph 544 of the Complaint as alleged against Defendant Cardinal Health.

545. Cardinal Health denies the allegations in Paragraph 545 of the Complaint as alleged against Defendant Cardinal Health.

546. Cardinal Health denies the allegations in Paragraph 546 of the Complaint as alleged against Defendant Cardinal Health.

547. Cardinal Health denies the allegations in Paragraph 547 of the Complaint as alleged against Defendant Cardinal Health.

548. Cardinal Health denies the allegations in Paragraph 548 of the Complaint as alleged against Defendant Cardinal Health.

549. Cardinal Health denies the allegations in Paragraph 549 of the Complaint as alleged against Defendant Cardinal Health.

550. Cardinal Health denies the allegations in Paragraph 550 of the Complaint as alleged against Defendant Cardinal Health.

551. Cardinal Health denies the allegations in Paragraph 551 of the Complaint as alleged against Defendant Cardinal Health.

552. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 552 of the Complaint and, therefore, denies the allegations.

553. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 553 of the Complaint and, therefore, denies the allegations.

554. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 554 of the Complaint and, therefore, denies the allegations.

555. Cardinal Health denies the allegations in Paragraph 555 of the Complaint as alleged against Defendant Cardinal Health.

556. Cardinal Health denies the allegations in Paragraph 556 of the Complaint as alleged against Defendant Cardinal Health.

557. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 557 of the Complaint and, therefore, denies the allegations.

558. Cardinal Health lacks information and knowledge sufficient to form a belief

as to the truth of the allegations in Paragraph 558 of the Complaint and, therefore, denies the allegations.

559. Cardinal Health denies the allegations in Paragraph 559 of the Complaint as alleged against Defendant Cardinal Health.

560. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 560 of the Complaint and, therefore, denies the allegations.

561. Cardinal Health denies the allegations in Paragraph 561 of the Complaint as alleged against Defendant Cardinal Health.

562. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 562 of the Complaint and, therefore, denies the allegations.

563. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 563 of the Complaint and, therefore, denies the allegations.

**5. Defendants Failed to Report Suspicious Orders or Otherwise Act to Prevent Diversion**

564. Cardinal Health denies the allegations in Paragraph 564 of the Complaint as alleged against Defendant Cardinal Health.

565. Cardinal Health denies the allegations in Paragraph 565 of the Complaint as alleged against Defendant Cardinal Health.

566. The allegations of Paragraph 566 do not relate to Cardinal Health. To the



extent any response is required, Cardinal Health denies the allegations.

567. The allegations of Paragraph 567 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

568. The allegations of Paragraph 568 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

569. The allegations of Paragraph 569 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

570. Cardinal Health admits that it and its subsidiaries reached settlement agreements in 2016 under which Cardinal Health paid \$44 million but denies Plaintiffs' characterizations. Cardinal Health denies all other allegations in Paragraph 570. In particular, Cardinal Health did not admit, accept, or acknowledge any of the purported violations listed by in Paragraph 570.

571. Cardinal Health admits that the State of West Virginia sued it in June 2012, alleging claims that are nearly identical to the ones asserted by Plaintiff and put Plaintiff on notice of its purported claims, if it was not already on notice of those claims. Cardinal Health also admits that it settled that lawsuit with the State of West Virginia in 2017, and as part of the settlement, paid the State of West Virginia \$20 million. Cardinal Health denies the remaining allegations in Paragraph 571 of the Complaint as alleged against Defendant Cardinal Health.

572. Cardinal Health denies the allegations in Paragraph 572 of the Complaint as alleged against Defendant Cardinal Health.

**6. Defendants Delayed a Response to the Opioid Crisis by Pretending to Cooperate with Law Enforcement**

573. Cardinal Health denies the allegations in Paragraph 573 of the Complaint as

alleged against Defendant Cardinal Health.

574. Cardinal Health denies the allegations in Paragraph 574 of the Complaint as alleged against Defendant Cardinal Health.

575. Cardinal Health admits that it employs an advanced anti-diversion program as part of its compliance with the federal CSA. Cardinal Health also admits that it provides funding for “Generation Rx,” which funds grants related to prescription drug misuse, including funding prevention education for youth, best practices in pain medication and patient engagement, and community-level response to the opioid crisis. Cardinal Health also admits that it endeavors to be as efficient and effective as possible in complying with its legal duties under the CSA. Cardinal Health denies any remaining allegations in Paragraph 575.

576. The allegations of Paragraph 576 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

577. The allegations of Paragraph 577 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

578. Cardinal Health denies the allegations in Paragraph 578 of the Complaint as alleged against Defendant Cardinal Health.

579. Cardinal Health admits that its conduct has been in compliance with the law. Cardinal Health denies any remaining allegations in Paragraph 579.

580. The allegations of Paragraph 580 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

581. The allegations of Paragraph 581 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

582. The allegations of Paragraph 582 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

583. The allegations of Paragraph 583 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

584. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 584 of the Complaint and, therefore, denies the allegations.

585. Cardinal Health admits that it carried out its legal duties, but denies the remaining allegations in Paragraph 585 of the Complaint as alleged against Defendant Cardinal Health.

**7. The National Retail Pharmacies Were on Notice of and Contributed to Illegal Diversion of Prescription Opioids**

586. The allegations of Paragraph 586 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

587. The allegations of Paragraph 587 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

588. The allegations of Paragraph 588 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

589. The allegations of Paragraph 589 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. The National Retail Pharmacies Have a Duty to Prevent Diversion**

590. The allegations of Paragraph 590 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

591. The allegations of Paragraph 591 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

592. The allegations of Paragraph 592 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

593. The allegations of Paragraph 593 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

594. The allegations of Paragraph 594 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

595. The allegations of Paragraph 595 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

596. The allegations of Paragraph 596 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

597. The allegations of Paragraph 597 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

598. The allegations of Paragraph 598 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

599. The allegations of Paragraph 599 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

600. The allegations of Paragraph 600 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

601. The allegations of Paragraph 601 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

602. The allegations of Paragraph 602 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

603. The allegations of Paragraph 603 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

604. The allegations of Paragraph 604 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

605. The allegations of Paragraph 605 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Multiple Enforcement Actions against the National Retail Pharmacies Confirms their Compliance Failures**

606. The allegations of Paragraph 606 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**i. CVS**

607. The allegations of Paragraph 607 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

608. The allegations of Paragraph 608 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

609. The allegations of Paragraph 609 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

610. The allegations of Paragraph 610 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

611. The allegations of Paragraph 611 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

612. The allegations of Paragraph 612 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

613. The allegations of Paragraph 613 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

614. The allegations of Paragraph 614 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

615. The allegations of Paragraph 615 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

616. The allegations of Paragraph 616 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

617. The allegations of Paragraph 617 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

618. The allegations of Paragraph 618 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

619. The allegations of Paragraph 619 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**ii. Walgreens**

620. The allegations of Paragraph 620 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

621. The allegations of Paragraph 621 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

622. The allegations of Paragraph 622 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

623. The allegations of Paragraph 623 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

624. The allegations of Paragraph 624 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

625. The allegations of Paragraph 625 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

626. The allegations of Paragraph 626 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

627. The allegations of Paragraph 627 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

628. The allegations of Paragraph 628 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

629. The allegations of Paragraph 629 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

630. The allegations of Paragraph 630 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

631. The allegations of Paragraph 631 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

632. The allegations of Paragraph 632 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

633. The allegations of Paragraph 633 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

634. The allegations of Paragraph 634 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

635. The allegations of Paragraph 635 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**F. The Opioids the Defendants Marketed and Distributed Migrated into Other Jurisdictions, Causing an Interstate Crisis**

636. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 636 of the Complaint and, therefore, denies the allegations. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. Further, to the extent individual criminal acts were undertaken by individuals related to opioids, Cardinal Health denies any involvement in that criminal activity.

637. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 637 of the Complaint and, therefore, denies the allegations. The Complaint itself alleges that the opioid abuse problem is the result of a change in the medical standard of care for prescribing opioid medications. Cardinal Health admits that the change in the medical standard of care contributed to the over-prescription of opioid medications. Further, to the extent individual criminal acts were undertaken by individuals related to opioids, Cardinal Health denies any involvement in that criminal activity.

638. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 638 of the Complaint and, therefore, denies the allegations.

639. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 639 of the



Complaint and, therefore, denies the allegations.

640. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 640 of the Complaint and, therefore, denies the allegations.

641. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 641 of the Complaint and, therefore, denies the allegations.

642. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 642 of the Complaint and, therefore, denies the allegations.

643. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 643 of the Complaint and, therefore, denies the allegations.

644. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and

knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 644 of the Complaint and, therefore, denies the allegations.

645. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 645 of the Complaint and, therefore, denies the allegations.

646. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 646 of the Complaint and, therefore, denies the allegations.

647. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 647 of the Complaint and, therefore, denies the allegations.

648. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Otherwise, Cardinal Health denies the allegations in Paragraph 648 of the Complaint as alleged against Cardinal Health.

649. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Otherwise, Cardinal Health denies the

allegations in Paragraph 649 of the Complaint as alleged against Cardinal Health.

650. The Complaint itself alleges that the opioid abuse problem is, in part, the result of criminal actions by third parties. Cardinal Health admits that these criminal acts contributed to the abuse of opioid medications. Otherwise, Cardinal Health denies the allegations in Paragraph 650 of the Complaint as alleged against Cardinal Health.

**G. Montana Specific Facts**

651. Cardinal Health denies the allegations in Paragraph 651 of the Complaint as alleged against Defendant Cardinal Health.

**1. Defendants Breached Their Duties in Montana**

652. Cardinal Health admits that at all times that Cardinal Health, through its subsidiaries, distributed controlled substances in Montana, Cardinal Health's DEA-registered subsidiaries held appropriate registrations under state law and complied with the law. To the extent that Paragraph 652 purports to define the legal duties of distributors, including Cardinal Health, those allegations state legal conclusions to which no response is required. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 652 of the Complaint as alleged against Defendant Cardinal Health.

653. Cardinal Health admits that Montana Code Annotated section 37-7-604(2) states, in part, that "A license may not be issued or renewed for a wholesale distributor ... in this state unless the applicant: (a) agrees to abide by federal and state law and to comply with the rules adopted by the FDA and the board," but denies any attempt by Plaintiff to paraphrase or characterize this statute. To the extent that Paragraph 653 purports to define the legal duties of distributors, including Cardinal Health, those allegations state legal conclusions to which no response is required. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 653 of the Complaint as alleged against Defendant Cardinal Health.

**2. The Devastating Effects of the Opioid Crisis in Montana**

654. Cardinal Health denies the allegations in Paragraph 654 of the Complaint as alleged against Defendant Cardinal Health.

655. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 655 of the Complaint and, therefore, denies the allegations.

656. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 656 of the Complaint and, therefore, denies the allegations.

657. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 657 of the Complaint and, therefore, denies the allegations.

658. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 658 of the Complaint and, therefore, denies the allegations.

659. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 659 of the Complaint and, therefore, denies the allegations.

660. Cardinal Health admits only that Paragraph 660 purports to contain a quote from congressional testimony by an employee of NIH, which speaks for itself, but denies any attempt by Plaintiffs to paraphrase or characterize that testimony. Cardinal Health denies the remaining allegations in Paragraph 660 as alleged against Cardinal Health.

661. Cardinal Health admits that the U.S. Surgeon General sent a letter to health care providers and public health leaders on August 24, 2016, which Plaintiffs appear to

characterize in Paragraph 661 of the Complaint. The letter speaks for itself, and any attempt to characterize it or selectively quote portions of it out of context is denied.

662. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 662 of the Complaint and, therefore, denies the allegations.

663. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 663 of the Complaint and, therefore, denies the allegations.

664. Cardinal Health admits only that Paragraph 664 of the Complaint purports to quote from a CDC report, which speaks for itself, and any attempt to characterize it or selectively quote portions of it out of context is denied. Otherwise, Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 664 of the Complaint and, therefore, denies the allegations.

665. Cardinal Health admits that Cardinal Health, through its DEA-registered subsidiaries, purchases pharmaceuticals from manufacturers, but denies the remaining allegations in Paragraph 665 of the Complaint as alleged against Defendant Cardinal Health.

666. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 666 of the Complaint and, therefore, denies the allegations.

667. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 667 of the Complaint and, therefore, denies the allegations.

668. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 668 of the Complaint and, therefore, denies the

allegations.

669. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 669 of the Complaint and, therefore, denies the allegations.

670. Cardinal Health denies the allegations of Paragraph 670 of the Complaint as alleged against Cardinal Health.

671. Cardinal Health denies the allegations of Paragraph 671 of the Complaint as alleged against Cardinal Health.

672. Cardinal Health denies the allegations of Paragraph 672 of the Complaint as alleged against Cardinal Health.

673. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 673 of the Complaint and, therefore, denies the allegations.

674. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 674 of the Complaint and, therefore, denies the allegations

675. Cardinal Health denies the allegations of Paragraph 675 of the Complaint as alleged against Cardinal Health.

676. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 676 of the Complaint and, therefore, denies the allegations.

677. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 677 of the Complaint and, therefore, denies the

allegations.

678. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiff and otherwise lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 678 of the Complaint and, therefore, denies the allegations.

679. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiff and otherwise lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 679 of the Complaint and, therefore, denies the allegations.

680. Cardinal Health denies that it has any legal responsibility for any costs incurred by Plaintiff and otherwise lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 680 of the Complaint and, therefore, denies the allegations.

**H. The Opioid Crisis Has Particularly Devastated Plaintiff's Community**

681. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 681 of the Complaint and, therefore, denies the allegations.

682. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 682 of the Complaint and, therefore, denies the allegations.

683. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 683 of the Complaint and, therefore, denies the allegations.

684. Cardinal Health lacks information and knowledge sufficient to form a belief

as to the truth of the allegations in Paragraph 684 of the Complaint and, therefore, denies the allegations.

685. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 685 of the Complaint and, therefore, denies the allegations.

686. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 686 of the Complaint and, therefore, denies the allegations.

687. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 687 of the Complaint and, therefore, denies the allegations.

688. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 688 of the Complaint and, therefore, denies the allegations.

689. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 689 of the Complaint and, therefore, denies the allegations.

690. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 690 of the Complaint and, therefore, denies the allegations.

691. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 691 of the Complaint and, therefore, denies the allegations.



692. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 692 of the Complaint and, therefore, denies the allegations.

693. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 693 of the Complaint and, therefore, denies the allegations.

694. Cardinal Health denies the allegations in Paragraph 694 as alleged against Defendant Cardinal Health.

695. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 695 of the Complaint and, therefore, denies the allegations.

696. Paragraph 696 of the Complaint purports to characterize ARCOS data, which speaks for itself. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 696 of the Complaint as alleged against Defendant Cardinal Health.

697. Paragraph 697 of the Complaint purports to characterize ARCOS data, which speaks for itself. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 697 of the Complaint as alleged against Defendant Cardinal Health.

698. Paragraph 698 of the Complaint purports to characterize ARCOS data, which speaks for itself. To the extent a response is required, Cardinal Health denies the allegations of Paragraph 698 of the Complaint as alleged against Defendant Cardinal Health.

699. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 699 of the Complaint and, therefore, denies the allegations.

700. Cardinal Health denies the allegations in Paragraph 700 of the Complaint as alleged against Defendant Cardinal Health.

**I. The Defendants Conspired To Engage In The Wrongful Conduct Complained Of Herein and Intended To Benefit Both Independently and Jointly From Their Conspiracy**

**1. Conspiracy Among Marketing Defendants**

701. The allegations of Paragraph 701 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

702. The allegations of Paragraph 702 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

703. The allegations of Paragraph 703 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

704. The allegations of Paragraph 704 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

705. The allegations of Paragraph 705 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

706. The allegations of Paragraph 706 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

707. The allegations of Paragraph 707 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

708. The allegations of Paragraph 708 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

709. The allegations of Paragraph 709 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

710. The allegations of Paragraph 710 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

711. The allegations of Paragraph 711 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

712. The allegations of Paragraph 712 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

713. The allegations of Paragraph 713 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

## **2. Conspiracy Among All Defendants**

714. Cardinal Health denies the allegations in Paragraph 714 of the Complaint as alleged against Defendant Cardinal Health.

715. Cardinal Health denies the allegations in Paragraph 715 of the Complaint as alleged against Defendant Cardinal Health.

716. Cardinal Health denies the allegations in Paragraph 716 of the Complaint as alleged against Defendant Cardinal Health.

717. Cardinal Health denies the allegations in Paragraph 717 of the Complaint as alleged against Defendant Cardinal Health.

718. Cardinal Health denies the allegations in Paragraph 718 of the Complaint as alleged against Defendant Cardinal Health.

719. Cardinal Health denies the allegations in Paragraph 719 of the Complaint as alleged against Defendant Cardinal Health.

720. Cardinal Health denies the allegations in Paragraph 720 of the Complaint as alleged against Defendant Cardinal Health.

**J. Statutes Of Limitations Are Tolloed and Defendants Are Estopped From Asserting Statutes Of Limitations As Defenses**

**1. Continuing Wrong Doctrine.**

721. Cardinal Health denies the allegations in Paragraph 721 of the Complaint.

722. Cardinal Health denies the allegations in Paragraph 722 of the Complaint.

**2. Equitable Estoppel and Fraudulent Concealment**

723. Cardinal Health denies the allegations in Paragraph 723 of the Complaint.

724. Cardinal Health denies the allegations in Paragraph 724 of the Complaint.

725. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 725 of the Complaint and, therefore, denies the allegations.

726. Cardinal Health denies the allegations in Paragraph 726 of the Complaint as alleged against Defendant Cardinal Health.

727. Cardinal Health denies the allegations in Paragraph 727 of the Complaint as alleged against Defendant Cardinal Health.

728. Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 728 of the Complaint and, therefore, denies the allegations.

729. Cardinal Health denies the allegations in Paragraph 729 of the Complaint as alleged against Defendant Cardinal Health.

730. Cardinal Health denies the allegations in Paragraph 730 of the Complaint as alleged against Defendant Cardinal Health.

731. Cardinal Health denies the allegations in Paragraph 731 of the Complaint as alleged against Defendant Cardinal Health.

**K. Facts Pertaining to Punitive Damages**

732. Cardinal Health denies the allegations in Paragraph 732 of the Complaint as alleged against Defendant Cardinal Health.

733. Cardinal Health denies the allegations in Paragraph 733 of the Complaint as alleged against Defendant Cardinal Health.

734. Cardinal Health denies the allegations in Paragraph 734 of the Complaint as alleged against Defendant Cardinal Health.

735. Cardinal Health denies the allegations in Paragraph 735 of the Complaint as alleged against Defendant Cardinal Health.

**1. The Marketing Defendants Persisted in Their Fraudulent Scheme Despite Repeated Admonitions, Warnings, and Even Prosecutions**

736. The allegations of Paragraph 736 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**a. FDA Warnings to Janssen Failed to Deter Janssen's Misleading Promotion of Duragesic**

737. The allegations of Paragraph 737 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

738. The allegations of Paragraph 738 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

739. The allegations of Paragraph 739 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**b. Governmental Action, Including Large Monetary Fines, Failed to Stop Cephalon from Falsely Marketing Actiq for Off-Label Uses**

740. The allegations of Paragraph 740 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

741. The allegations of Paragraph 741 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**c. FDA Warnings Did Not Prevent Cephalon from Continuing False and Off-Label Marketing of Fentora**

742. The allegations of Paragraph 742 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

743. The allegations of Paragraph 743 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

744. The allegations of Paragraph 744 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**d. A Guilty Plea and a Large Fine Did Not Deter Purdue from Continuing Its Fraudulent Marketing of OxyContin**

745. The allegations of Paragraph 745 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

746. The allegations of Paragraph 746 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**2. Repeated Admonishments and Fines Did Not Stop Defendants from Ignoring Their Obligations to Control the Supply Chain and Prevent Diversion**

747. Cardinal Health denies the allegations in Paragraph 747 of the Complaint as alleged against Defendant Cardinal Health.

748. Cardinal Health admits that Joe Rannazzisi was interviewed on a 60 Minutes episode that aired October 15, 2017, but denies Mr. Rannazzisi's allegations in that program and denies the remaining allegations of Paragraph 748 of the Complaint as alleged against Defendant Cardinal Health.

749. Cardinal Health admits that Jim Geldhof was interviewed on a 60 Minutes

episode that aired October 15, 2017, but denies Mr. Geldhof's allegations in that program and denies the remaining allegations of Paragraph 749 of the Complaint as alleged against Defendant Cardinal Health.

750. Cardinal Health denies the allegations in Paragraph 750 of the Complaint as alleged against Defendant Cardinal Health, except Cardinal Health admits that the DEA has brought public administrative actions, and respectfully refers the Court to any cited proceedings and documents for their true and correct contents. Cardinal Health further denies Plaintiffs' characterization of these events. Cardinal Health denies possessing knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 750.

751. The allegations of Paragraph 751 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

752. The allegations of Paragraph 752 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

753. The allegations of Paragraph 753 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

754. The allegations of Paragraph 754 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

755. The allegations of Paragraph 755 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

756. The allegations of Paragraph 756 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

757. The allegations of Paragraph 757 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

758. The allegations of Paragraph 758 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

759. The allegations of Paragraph 759 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

760. The allegations of Paragraph 760 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

761. The allegations of Paragraph 761 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

762. The allegations of Paragraph 762 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

763. Cardinal Health denies the allegations of Paragraph 763 of the Complaint as alleged against Cardinal Health.

## **II. FACTS PERTAINING TO CLAIMS UNDER RACKETEER-INFLUENCED AND CORRUPT ORGANIZATIONS (“RICO”) ACT**

### **A. The Opioid Marketing Enterprise**

#### **1. The Common Purpose and Scheme of the Opioid Marketing Enterprise**

764. The allegations of Paragraph 764 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

765. The allegations of Paragraph 765 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

766. The allegations of Paragraph 766 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

767. The allegations of Paragraph 767 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



768. The allegations of Paragraph 768 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

769. The allegations of Paragraph 769 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

770. The allegations of Paragraph 770 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

771. The allegations of Paragraph 771 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

772. The allegations of Paragraph 772 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

773. The allegations of Paragraph 773 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

774. The allegations of Paragraph 774 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

775. The allegations of Paragraph 775 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

776. The allegations of Paragraph 776 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

777. The allegations of Paragraph 777 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

778. The allegations of Paragraph 778 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

## **2. The Conduct of the Opioid Marketing Enterprise Violated Civil RICO**

779. The allegations of Paragraph 779 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

780. The allegations of Paragraph 780 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

781. The allegations of Paragraph 781 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

782. The allegations of Paragraph 782 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

783. The allegations of Paragraph 783 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

784. The allegations of Paragraph 784 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**3. The RICO Marketing Defendants Controlled and Paid Front Groups and KOLs to Promote and Maximize Opioid Use**

785. The allegations of Paragraph 785 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

786. The allegations of Paragraph 786 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

787. The allegations of Paragraph 787 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**4. Pattern of Racketeering Activity**

788. The allegations of Paragraph 788 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

789. The allegations of Paragraph 789 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

790. The allegations of Paragraph 790 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

791. The allegations of Paragraph 791 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

792. The allegations of Paragraph 792 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

793. The allegations of Paragraph 793 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

794. The allegations of Paragraph 794 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

795. The allegations of Paragraph 795 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

796. The allegations of Paragraph 796 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

797. The allegations of Paragraph 797 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

798. The allegations of Paragraph 798 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

**B. The Opioid Supply Chain Enterprise**

799. Cardinal Health denies the allegations in Paragraph 799 of the Complaint as alleged against Defendant Cardinal Health.

800. Cardinal Health denies the allegations in Paragraph 800 of the Complaint as

alleged against Defendant Cardinal Health.

801. Cardinal Health denies the allegations in Paragraph 801 of the Complaint as alleged against Defendant Cardinal Health.

802. Cardinal Health denies the allegations in Paragraph 802 of the Complaint as alleged against Defendant Cardinal Health.

803. Cardinal Health denies the allegations in Paragraph 803 of the Complaint as alleged against Defendant Cardinal Health.

804. Cardinal Health denies the allegations in Paragraph 804 of the Complaint as alleged against Defendant Cardinal Health.

805. Cardinal Health denies the allegations in Paragraph 805 of the Complaint as alleged against Defendant Cardinal Health.

806. Cardinal Health denies the allegations in Paragraph 806 of the Complaint as alleged against Defendant Cardinal Health.

807. Cardinal Health denies the allegations in Paragraph 807 of the Complaint as alleged against Defendant Cardinal Health.

808. The allegations in Paragraph 808 of the Complaint state general legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 808 of the Complaint as alleged against Defendant Cardinal Health.

809. Cardinal Health denies the allegations in Paragraph 809 of the Complaint as alleged against Defendant Cardinal Health.

810. Cardinal Health denies the allegations in Paragraph 810 of the Complaint as alleged against Defendant Cardinal Health.

811. Cardinal Health denies the allegations in Paragraph 811 of the Complaint as alleged against Defendant Cardinal Health.

812. Cardinal Health denies the allegations in Paragraph 812 of the Complaint as alleged against Defendant Cardinal Health.

813. Cardinal Health denies the allegations in Paragraph 813 of the Complaint as alleged against Defendant Cardinal Health.

814. Cardinal Health denies the allegations in Paragraph 814 of the Complaint as alleged against Defendant Cardinal Health.

815. Cardinal Health admits that, through its DEA registrant subsidiaries, it distributes FDA-approved medications of all types, including opioids, to pharmacies throughout the United States holding valid DEA licenses that dispense those medications pursuant to a prescription from a licensed physician. Otherwise, Cardinal Health denies the allegations in Paragraph 815 of the Complaint as alleged against Defendant Cardinal Health.

816. Cardinal Health denies the allegations in Paragraph 816 of the Complaint as alleged against Defendant Cardinal Health.

817. Cardinal Health denies the allegations in Paragraph 817 of the Complaint as alleged against Defendant Cardinal Health.

818. Cardinal Health denies the allegations in Paragraph 818 of the Complaint as alleged against Defendant Cardinal Health.

819. Cardinal Health denies the allegations in Paragraph 819 of the Complaint as alleged against Defendant Cardinal Health.

820. Cardinal Health denies the allegations in Paragraph 820 of the Complaint as alleged against Defendant Cardinal Health.

821. Cardinal Health denies the allegations in Paragraph 821 of the Complaint as alleged against Defendant Cardinal Health.

822. Cardinal Health denies the allegations in Paragraph 822 of the Complaint as alleged against Defendant Cardinal Health.

823. Cardinal Health denies the allegations in Paragraph 823 of the Complaint as alleged against Defendant Cardinal Health.

824. Cardinal Health denies the allegations in Paragraph 824 of the Complaint as alleged against Defendant Cardinal Health.

825. Cardinal Health denies the allegations in Paragraph 825 of the Complaint as alleged against Defendant Cardinal Health.

826. Cardinal Health denies the allegations in Paragraph 826 of the Complaint as alleged against Defendant Cardinal Health.

827. Cardinal Health denies the allegations in Paragraph 827 of the Complaint as alleged against Defendant Cardinal Health.

#### **CLAIMS FOR RELIEF FIRST CLAIM FOR RELIEF**

##### **Violation of RICO, 18 U.S.C. § 1961 *et seq.* – Opioid Marketing Enterprise (Against Defendants Purdue, Cephalon, Janssen, Endo, and Mallinckrodt (the “RICO Marketing Defendants”))**

828. In response to Paragraph 828 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein.

829. The allegations in Paragraph 829 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

830. The allegations in Paragraph 830 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

831. The allegations in Paragraph 831 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

832. The allegations in Paragraph 832 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

833. The allegations in Paragraph 833 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

834. The allegations in Paragraph 834 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

835. The allegations in Paragraph 835 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

836. The allegations in Paragraph 836 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

837. The allegations in Paragraph 837 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

838. The allegations in Paragraph 838 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

839. The allegations in Paragraph 839 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

840. The allegations in Paragraph 840 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

841. The allegations in Paragraph 841 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

842. The allegations in Paragraph 842 do not relate to Cardinal Health. To the

extent any response is required, Cardinal Health denies the allegations.

843. The allegations in Paragraph 843 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

844. The allegations in Paragraph 844 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

845. The allegations in Paragraph 845 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

846. The allegations in Paragraph 846 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

847. The allegations in Paragraph 847 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

848. The allegations in Paragraph 848 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

849. The allegations in Paragraph 849 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

850. The allegations in Paragraph 850 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

851. The allegations in Paragraph 851 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

852. The allegations in Paragraph 852 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

853. The allegations in Paragraph 853 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.



854. The allegations in Paragraph 854 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

855. Cardinal Health admits that the Plaintiff purports to seek the relief identified in Paragraph 855 of the Complaint, but denies that Plaintiff is entitled to any relief. Otherwise, Cardinal Health lacks information and knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 855 of the Complaint and, therefore, denies the allegations.

## **SECOND CLAIM FOR RELIEF**

### **Violation of RICO, 18 U.S.C. § 1961 *et seq.* – Opioid Supply Chain Enterprise (Against Defendants Purdue, Cephalon, Endo, Mallinckrodt, Actavis, McKesson, Cardinal, and AmerisourceBergen (the “RICO Supply Chain Defendants”))**

856. In response to Paragraph 856 of the Complaint, as alleged against Defendant Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

857. The allegations in Paragraph 857 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 857 of the Complaint as alleged against Defendant Cardinal Health.

858. Cardinal Health denies the allegations in Paragraph 858 of the Complaint as alleged against Defendant Cardinal Health.

859. Cardinal Health admits that it is a member of HDA. Otherwise, Cardinal Health denies the allegations in Paragraph 859 as alleged against Defendant Cardinal Health.

860. Cardinal Health denies the allegations in Paragraph 860 as alleged against

Defendant Cardinal Health.

861. Cardinal Health denies the allegations in Paragraph 861 as alleged against Defendant Cardinal Health.

862. Cardinal Health denies the allegations in Paragraph 862 as alleged against Defendant Cardinal Health.

863. Cardinal Health denies the allegations in Paragraph 863 as alleged against Defendant Cardinal Health.

864. Cardinal Health denies the allegations in Paragraph 864 as alleged against Defendant Cardinal Health.

865. The allegations in Paragraph 865 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 865 of the Complaint as alleged against Defendant Cardinal Health.

866. Cardinal Health denies the allegations in Paragraph 866 as alleged against Defendant Cardinal Health.

867. Cardinal Health denies the allegations in Paragraph 867 as alleged against Defendant Cardinal Health.

868. Cardinal Health denies the allegations in Paragraph 868 as alleged against Defendant Cardinal Health.

869. Cardinal Health denies the allegations in Paragraph 869 as alleged against Defendant Cardinal Health.

870. Cardinal Health denies the allegations in Paragraph 870 as alleged against Defendant Cardinal Health.

871. Cardinal Health denies the allegations in Paragraph 871 as alleged against Defendant Cardinal Health.

872. Cardinal Health denies the allegations in Paragraph 872 as alleged against Defendant Cardinal Health.

873. Cardinal Health denies the allegations in Paragraph 873 as alleged against Defendant Cardinal Health.

874. Cardinal Health denies the allegations in Paragraph 874 as alleged against Defendant Cardinal Health.

875. Cardinal Health denies the allegations in Paragraph 875 as alleged against Defendant Cardinal Health.

876. Cardinal Health denies the allegations in Paragraph 876 as alleged against Defendant Cardinal Health.

877. Cardinal Health denies the allegations in Paragraph 877 as alleged against Defendant Cardinal Health.

878. Cardinal Health denies the allegations in Paragraph 878 as alleged against Defendant Cardinal Health.

879. Cardinal Health denies the allegations in Paragraph 879 as alleged against Defendant Cardinal Health.

880. Cardinal Health denies the allegations in Paragraph 880 as alleged against Defendant Cardinal Health.

881. Cardinal Health denies the allegations in Paragraph 881 as alleged against Defendant Cardinal Health.

882. Cardinal Health denies the allegations in Paragraph 882 as alleged against

Defendant Cardinal Health.

883. Cardinal Health denies the allegations in Paragraph 883 as alleged against Defendant Cardinal Health.

884. Cardinal Health denies the allegations in Paragraph 884 as alleged against Defendant Cardinal Health.

885. Cardinal Health denies the allegations in Paragraph 885 as alleged against Defendant Cardinal Health.

886. Cardinal Health denies the allegations in Paragraph 886 as alleged against Defendant Cardinal Health.

887. Cardinal Health denies that Plaintiff is entitled to any relief from Cardinal Health on any of their asserted claims.

### **THIRD CLAIM FOR RELIEF**

#### **Public Nuisance Federal Common Law (Against All Defendants)**

888. In response to Paragraph 888 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth. Further answering, Cardinal Health states that this claim has been dismissed, *see* Dkt. 1499, and therefore no response is required.

889. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, the allegations in Paragraph 889 of the Complaint state legal conclusions to which no response is required. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 889 of the Complaint as alleged against Defendant Cardinal Health.

890. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, the allegations in Paragraph 890 of the Complaint purport to quote and interpret caselaw and the Restatement (Second) of Torts, which speak for themselves, and Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the quoted material. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 890 of the Complaint as alleged against Defendant Cardinal Health.

891. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, the allegations in Paragraph 891 of the Complaint state legal conclusions to which no response is required. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 891 of the Complaint as alleged against Defendant Cardinal Health.

892. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 892 of the Complaint as alleged against Defendant Cardinal Health.

893. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. The allegations in Paragraph 893 do not relate to Cardinal Health, and therefore no response is required. To the extent any response is required, Cardinal Health denies the allegations.

894. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 894 of the Complaint as alleged against Defendant Cardinal Health.

895. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 895 of the Complaint as alleged against Defendant Cardinal Health.

896. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 896 of the Complaint as alleged against Defendant Cardinal Health.

897. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 897 of the Complaint as alleged against Defendant Cardinal Health.

898. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 898 of the Complaint as alleged against Defendant Cardinal Health.

899. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 899 of the Complaint as alleged against Defendant Cardinal Health.

900. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 900 of the Complaint as alleged against Defendant Cardinal Health.

901. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 901 of the Complaint as alleged against Defendant Cardinal Health.

902. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 902 of the Complaint as alleged against Defendant Cardinal Health.

903. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 903 of the Complaint as alleged against Defendant Cardinal Health.

904. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 904 of the Complaint as alleged against Defendant Cardinal Health.

905. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 905 of the Complaint as alleged against Defendant Cardinal Health.

906. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 906 of the Complaint as alleged against Defendant Cardinal Health.

907. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 907 of the Complaint as alleged against Defendant Cardinal Health.

908. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 908 of the Complaint as alleged against Defendant Cardinal Health.

909. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, the allegations in Paragraph 909 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 909 of the Complaint as alleged against Defendant Cardinal Health.

910. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 910 of the Complaint as alleged against Defendant Cardinal Health.

911. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 911 of the Complaint as alleged against Defendant Cardinal Health.

912. Because Plaintiff's federal common law nuisance claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 912 of the Complaint,



but denies that Plaintiff is entitled to any relief.

#### **FOURTH CLAIM FOR RELIEF**

##### **State Common Law Public Nuisance (Against All Defendants)**

913. Cardinal Health denies the allegations in Paragraph 913 of the Complaint as alleged against Defendant Cardinal Health.

914. In response to Paragraph 914 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein.

915. Cardinal Health denies the allegations in Paragraph 915 of the Complaint as alleged against Defendant Cardinal Health.

916. The allegations in Paragraph 916 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 916 of the Complaint as alleged against Defendant Cardinal Health.

917. Cardinal Health denies the allegations in Paragraph 917 of the Complaint as alleged against Defendant Cardinal Health.

918. Cardinal Health denies the allegations in Paragraph 918 of the Complaint as alleged against Defendant Cardinal Health.

919. Cardinal Health denies the allegations in Paragraph 919 of the Complaint as alleged against Defendant Cardinal Health.

920. The allegations in Paragraph 920 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 920 of the Complaint as alleged against Defendant Cardinal

Health.

921. The allegations in Paragraph 921 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 921 of the Complaint as alleged against Defendant Cardinal Health.

922. Cardinal Health denies the allegations in Paragraph 922 of the Complaint as alleged against Defendant Cardinal Health.

923. Cardinal Health denies the allegations in Paragraph 923 of the Complaint as alleged against Defendant Cardinal Health.

924. Cardinal Health denies the allegations in Paragraph 924 of the Complaint as alleged against Defendant Cardinal Health.

925. Cardinal Health denies the allegations in Paragraph 925 of the Complaint as alleged against Defendant Cardinal Health.

926. Cardinal Health denies the allegations in Paragraph 926 of the Complaint as alleged against Defendant Cardinal Health.

927. Cardinal Health denies the allegations in Paragraph 927 of the Complaint as alleged against Defendant Cardinal Health.

928. Cardinal Health denies the allegations in Paragraph 928 of the Complaint as alleged against Defendant Cardinal Health.

929. Cardinal Health denies the allegations in Paragraph 929 of the Complaint as alleged against Defendant Cardinal Health.

930. Cardinal Health denies the allegations in Paragraph 930 of the Complaint as alleged against Defendant Cardinal Health.

931. Cardinal Health denies the allegations in Paragraph 931 of the Complaint as alleged against Defendant Cardinal Health.

932. Cardinal Health denies the allegations in Paragraph 932 of the Complaint as alleged against Defendant Cardinal Health.

933. Cardinal Health denies the allegations in Paragraph 933 of the Complaint as alleged against Defendant Cardinal Health.

934. Cardinal Health denies the allegations in Paragraph 934 of the Complaint as alleged against Defendant Cardinal Health.

935. The allegations in Paragraph 935 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

936. The allegations in Paragraph 936 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

937. The allegations in Paragraph 937 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

938. Cardinal Health admits that it, through its DEA-registered subsidiaries, distributes prescription drugs that are approved by the FDA, including opioids, which are only shipped to other DEA-licensed entities. Cardinal Health further admits that opioids are scheduled drugs under the CSA and various state laws, and respectfully refers the court to those laws and attending regulations for the meaning and implications of such scheduling. Otherwise, Cardinal Health denies the allegations in Paragraph 938 as alleged against Defendant Cardinal Health.

939. Cardinal Health denies the allegations in Paragraph 939 of the Complaint as alleged against Defendant Cardinal Health.

940. Cardinal Health denies the allegations in Paragraph 940 of the Complaint as alleged against Defendant Cardinal Health.

941. Cardinal Health denies the allegations in Paragraph 941 of the Complaint as alleged against Defendant Cardinal Health.

942. Cardinal Health denies the allegations in Paragraph 942 of the Complaint as alleged against Defendant Cardinal Health.

943. Cardinal Health denies the allegations in Paragraph 943 of the Complaint as alleged against Defendant Cardinal Health.

944. Cardinal Health denies the allegations in Paragraph 944 of the Complaint as alleged against Defendant Cardinal Health.

945. Cardinal Health denies the allegations in Paragraph 945 of the Complaint as alleged against Defendant Cardinal Health.

946. Cardinal Health denies the allegations in Paragraph 946 of the Complaint as alleged against Defendant Cardinal Health.

947. Cardinal Health denies the allegations in Paragraph 947 of the Complaint as alleged against Defendant Cardinal Health.

948. Cardinal Health denies that it has created any nuisance and otherwise denies the allegations in Paragraph 948 of the Complaint as alleged against Defendant Cardinal Health.

949. Cardinal Health denies the allegations in Paragraph 949 of the Complaint as alleged against Defendant Cardinal Health.

950. Cardinal Health denies the allegations in Paragraph 950 of the Complaint as alleged against Defendant Cardinal Health.

951. Cardinal Health denies the allegations in Paragraph 951 of the Complaint as alleged against Defendant Cardinal Health.

952. Cardinal Health denies the allegations in Paragraph 952 of the Complaint as alleged against Defendant Cardinal Health.

953. Cardinal Health denies the allegations in Paragraph 953 of the Complaint as alleged against Defendant Cardinal Health.

954. Cardinal Health denies the allegations in Paragraph 954 of the Complaint as alleged against Defendant Cardinal Health.

955. Cardinal Health denies the allegations in Paragraph 955 of the Complaint as alleged against Defendant Cardinal Health.

956. Cardinal Health denies the allegations in Paragraph 956 of the Complaint as alleged against Defendant Cardinal Health.

957. Cardinal Health denies the allegations in Paragraph 957 of the Complaint as alleged against Defendant Cardinal Health.

958. Cardinal Health denies the allegations in Paragraph 958 of the Complaint as alleged against Defendant Cardinal Health.

959. Cardinal Health denies the allegations in Paragraph 959 of the Complaint as alleged against Defendant Cardinal Health.

960. Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 960 of the Complaint, but denies that Plaintiff is entitled to any relief.

## **FIFTH CLAIM FOR RELIEF**

### **Statutory Public Nuisance (Against All Defendants)**

961. Cardinal Health denies the allegations in Paragraph 961 of the Complaint as alleged against Defendant Cardinal Health.

962. In response to Paragraph 962 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein.

963. The allegations in Paragraph 963 of the Complaint purport to quote and interpret the Montana Code, which speak for itself, and Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the quoted statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 963 of the Complaint as alleged against Defendant Cardinal Health.

964. The allegations in Paragraph 964 of the Complaint purport to quote and interpret the Montana Code, which speak for itself, and Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the quoted statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 964 of the Complaint as alleged against Defendant Cardinal Health.

965. The allegations in Paragraph 965 of the Complaint purport to quote and interpret the Montana Code, which speak for itself, and Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the quoted statute. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 965 of the Complaint as alleged against Defendant Cardinal Health.

966. Cardinal Health denies the allegations in Paragraph 966 of the Complaint as alleged against Defendant Cardinal Health.

967. Cardinal Health denies the allegations in Paragraph 967 of the Complaint as alleged against Defendant Cardinal Health.

968. Cardinal Health denies that it has created any nuisance and otherwise denies the allegations in Paragraph 968 of the Complaint as alleged against Defendant Cardinal Health.

969. Cardinal Health denies the allegations in Paragraph 969 of the Complaint as alleged against Defendant Cardinal Health.

970. Cardinal Health denies the allegations in Paragraph 970 of the Complaint as alleged against Defendant Cardinal Health.

971. Cardinal Health denies the allegations in Paragraph 971 of the Complaint as alleged against Defendant Cardinal Health.

972. Cardinal Health denies the allegations in Paragraph 972 of the Complaint as alleged against Defendant Cardinal Health.

973. Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 973, but denies that Plaintiff is entitled to any relief.

974. Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 974, but denies that Plaintiff is entitled to any relief.

## **SIXTH CLAIM FOR RELIEF**

### **Negligence and Negligent Misrepresentation (Against All Defendants)**

975. In response to Paragraph 975 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth. Further answering, Cardinal Health states that Plaintiff's negligence claim has been dismissed to the extent it is

based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required.

976. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 976 as alleged against Defendant Cardinal Health.

977. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. The allegations in Paragraph 977 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 977 as alleged against Defendant Cardinal Health.

978. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 978 of the Complaint as alleged against Defendant Cardinal Health.

979. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 979 of the Complaint as alleged against Defendant Cardinal Health.

980. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 980 of the Complaint as alleged against Defendant Cardinal Health.

981. Plaintiff's negligence claim has been dismissed to the extent it is based upon a



theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 981 of the Complaint as alleged against Defendant Cardinal Health.

982. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 982 of the Complaint as alleged against Defendant Cardinal Health.

983. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 983 of the Complaint as alleged against Defendant Cardinal Health.

984. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. The allegations of Paragraph 984 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

985. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 985 of the Complaint as alleged against Defendant Cardinal Health.

986. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 986 of the Complaint as alleged against Defendant Cardinal Health.

987. Plaintiff's negligence claim has been dismissed to the extent it is based upon a

theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 987 of the Complaint as alleged against Defendant Cardinal Health.

988. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 988 of the Complaint as alleged against Defendant Cardinal Health.

989. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, The allegations of Paragraph 989 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

990. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, The allegations of Paragraph 990 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

991. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, The allegations of Paragraph 991 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

992. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 992 of the Complaint as alleged against Defendant Cardinal Health.

993. Plaintiff's negligence claim has been dismissed to the extent it is based upon a

theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 993 of the Complaint as alleged against Defendant Cardinal Health.

994. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 994 of the Complaint as alleged against Defendant Cardinal Health.

995. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 995 of the Complaint as alleged against Defendant Cardinal Health.

996. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 996 of the Complaint as alleged against Defendant Cardinal Health.

997. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 997 of the Complaint as alleged against Defendant Cardinal Health.

998. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 998 of the Complaint as alleged against Defendant Cardinal Health.

999. Plaintiff's negligence claim has been dismissed to the extent it is based upon a

theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 999 of the Complaint as alleged against Defendant Cardinal Health.

1000. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1000 of the Complaint as alleged against Defendant Cardinal Health.

1001. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1001 of the Complaint as alleged against Defendant Cardinal Health.

1002. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1002 of the Complaint as alleged against Defendant Cardinal Health.

1003. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health admits that, through its DEA-registered subsidiaries, it distributes prescription drugs that are approved by the FDA, including opioids, which are only shipped to other DEA-licensed entities. Cardinal Health further admits that opioids are scheduled drugs under the CSA and various state laws, and respectfully refers the court to those laws and attending regulations for the meaning and implications of such scheduling. Otherwise, Cardinal Health denies the allegations in Paragraph 1003 as alleged against Defendant Cardinal Health.

1004. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1004 of the Complaint as alleged against Defendant Cardinal Health.

1005. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1005 of the Complaint as alleged against Defendant Cardinal Health.

1006. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1006 of the Complaint as alleged against Defendant Cardinal Health.

1007. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1007 of the Complaint as alleged against Defendant Cardinal Health.

1008. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1008 of the Complaint as alleged against Defendant Cardinal Health.

1009. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, the allegations in Paragraph 1009 of the Complaint purport to paraphrase and interpret state and federal statutes and rules, which speak for themselves, and

Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the referenced provisions. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 1009 of the Complaint as alleged against Defendant Cardinal Health.

1010. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, the allegations in Paragraph 1010 of the Complaint purport to quote and interpret the United States Code and Code of Federal Regulations, which speak for themselves, and Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the quoted provisions. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 1010 of the Complaint as alleged against Defendant Cardinal Health.

1011. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. The allegations in Paragraph 1011 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1011 of the Complaint as alleged against Defendant Cardinal Health.

1012. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. The allegations in Paragraph 1012 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1012 of the Complaint as alleged against Defendant Cardinal Health.

1013. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the

extent a response is required, Cardinal Health denies the allegations in Paragraph 1013 of the Complaint as alleged against Defendant Cardinal Health.

1014. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1014 of the Complaint as alleged against Defendant Cardinal Health.

1015. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1015 of the Complaint as alleged against Defendant Cardinal Health.

1016. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1016 of the Complaint as alleged against Defendant Cardinal Health.

1017. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1017 of the Complaint as alleged against Defendant Cardinal Health.

1018. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1018 of the Complaint as alleged against Defendant Cardinal Health.

1019. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the

extent a response is required, Cardinal Health denies the allegations in Paragraph 1019 of the Complaint as alleged against Defendant Cardinal Health.

1020. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1020 of the Complaint as alleged against Defendant Cardinal Health.

1021. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1021 of the Complaint as alleged against Defendant Cardinal Health.

1022. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1022 of the Complaint as alleged against Defendant Cardinal Health.

1023. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1023 of the Complaint as alleged against Defendant Cardinal Health.

1024. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1024 of the Complaint as alleged against Defendant Cardinal Health.

1025. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the



extent a response is required, Cardinal Health denies the allegations in Paragraph 1025 of the Complaint as alleged against Defendant Cardinal Health.

1026. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1026 of the Complaint as alleged against Defendant Cardinal Health.

1027. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1027 of the Complaint as alleged against Defendant Cardinal Health.

1028. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1028 of the Complaint as alleged against Defendant Cardinal Health.

1029. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1029 of the Complaint as alleged against Defendant Cardinal Health.

1030. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1030 of the Complaint as alleged against Defendant Cardinal Health.

1031. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the

extent a response is required, Cardinal Health denies the allegations in Paragraph 1031 of the Complaint as alleged against Defendant Cardinal Health.

1032. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1032 of the Complaint as alleged against Defendant Cardinal Health.

1033. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1033 of the Complaint as alleged against Defendant Cardinal Health.

1034. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1034 of the Complaint as alleged against Defendant Cardinal Health.

1035. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, see Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1035 of the Complaint as alleged against Defendant Cardinal Health.

1036. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1036 of the Complaint as alleged against Defendant Cardinal Health.

1037. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. The

allegations in Paragraph 1037 of the Complaint state legal conclusions to which no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1037 of the Complaint as alleged against Defendant Cardinal Health.

1038. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. The allegations in Paragraph 1038 do not relate to Cardinal Health. To the extent any response is required, Cardinal Health denies the allegations.

1039. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1039 of the Complaint as alleged against Defendant Cardinal Health.

1040. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1040 of the Complaint as alleged against Defendant Cardinal Health.

1041. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1041 of the Complaint as alleged against Defendant Cardinal Health.

1042. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1042 of the Complaint as alleged against Defendant Cardinal Health.

1043. Plaintiff's negligence claim has been dismissed to the extent it is based upon a

theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1043 of the Complaint as alleged against Defendant Cardinal Health.

1044. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1044 of the Complaint as alleged against Defendant Cardinal Health.

1045. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1045 of the Complaint as alleged against Defendant Cardinal Health.

1046. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1046 of the Complaint as alleged against Defendant Cardinal Health.

1047. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1047 of the Complaint as alleged against Defendant Cardinal Health.

1048. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1048 of the Complaint as alleged against Defendant Cardinal Health.

1049. Plaintiff's negligence claim has been dismissed to the extent it is based upon a

theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1049 of the Complaint as alleged against Defendant Cardinal Health.

1050. Plaintiff's negligence claim has been dismissed to the extent it is based upon a theory of negligence per se, *see* Dkt. 1680, and to this extent no response is required. To the extent a response is required, Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 1050 of the Complaint but denies that Plaintiff is entitled to any relief. Otherwise, Cardinal Health denies the allegations in Paragraph 1050 as alleged against Defendant Cardinal Health.

### **SEVENTH CLAIM FOR RELIEF**

#### **Common Law Fraud (Against the Marketing Defendants)**

1051. In response to Paragraph 1051 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1052. The allegations in Paragraph 1052 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1052 of the Complaint as alleged against Cardinal Health.

1053. The allegations in Paragraph 1053 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1053 of the Complaint as alleged against Cardinal Health.

1054. The allegations in Paragraph 1054 of the Complaint are not pled against

Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1054 of the Complaint as alleged against Cardinal Health.

1055. The allegations in Paragraph 1055 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1055 of the Complaint as alleged against Cardinal Health.

1056. The allegations in Paragraph 1056 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1056 of the Complaint as alleged against Cardinal Health.

1057. The allegations in Paragraph 1057 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1057 of the Complaint as alleged against Cardinal Health.

1058. The allegations in Paragraph 1058 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1058 of the Complaint as alleged against Cardinal Health.

1059. The allegations in Paragraph 1059 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1059 of the Complaint as alleged against Cardinal Health.

1060. The allegations in Paragraph 1060 of the Complaint are not pled against

Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1060 of the Complaint as alleged against Cardinal Health.

1061. The allegations in Paragraph 1061 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1061 of the Complaint as alleged against Cardinal Health.

1062. The allegations in Paragraph 1062 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1062 of the Complaint as alleged against Cardinal Health.

1063. The allegations in Paragraph 1063 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1063 of the Complaint as alleged against Cardinal Health.

1064. The allegations in Paragraph 1064 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1064 of the Complaint as alleged against Cardinal Health.

1065. The allegations in Paragraph 1065 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1065 of the Complaint as alleged against Cardinal Health.

1066. The allegations in Paragraph 1066 of the Complaint are not pled against

Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1066 of the Complaint as alleged against Cardinal Health.

1067. The allegations in Paragraph 1067 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1067 of the Complaint as alleged against Cardinal Health.

1068. The allegations in Paragraph 1068 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1068 of the Complaint as alleged against Cardinal Health.

1069. The allegations in Paragraph 1069 of the Complaint are not pled against Cardinal Health, and therefore no response is required. To the extent a response is required, Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 1069 of the Complaint, but denies that Plaintiff is entitled to any relief.



## **EIGHTH CLAIM FOR RELIEF**

### **Unjust Enrichment (Against All Defendants)**

1070. In response to Paragraph 1070 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1071. Cardinal Health denies the allegations in Paragraph 1071 of the Complaint as alleged against Cardinal Health.

1072. Cardinal Health denies the allegations in Paragraph 1072 of the Complaint as alleged against Cardinal Health.

1073. Cardinal Health denies the allegations in Paragraph 1073 of the Complaint as alleged against Cardinal Health.

1074. Cardinal Health denies the allegations in Paragraph 1074 of the Complaint as alleged against Cardinal Health.

1075. Cardinal Health denies the allegations in Paragraph 1075 of the Complaint as alleged against Cardinal Health.

1076. Cardinal Health denies the allegations in Paragraph 1076 of the Complaint as alleged against Cardinal Health.

1077. Cardinal Health denies the allegations in Paragraph 1077 of the Complaint as alleged against Cardinal Health.

1078. Cardinal Health denies the allegations in Paragraph 1078 of the Complaint as alleged against Cardinal Health.

1079. Cardinal Health denies the allegations in Paragraph 1079 of the Complaint as

alleged against Cardinal Health.

1080. Cardinal Health denies the allegations in Paragraph 1080 of the Complaint as alleged against Cardinal Health.

1081. Cardinal Health denies the allegations in Paragraph 1081 of the Complaint as alleged against Cardinal Health.

1082. Cardinal Health denies the allegations in Paragraph 1082 of the Complaint as alleged against Cardinal Health.

1083. Cardinal Health denies the allegations in Paragraph 1083 of the Complaint as alleged against Cardinal Health.

1084. Cardinal Health denies the allegations in Paragraph 1084 of the Complaint as alleged against Cardinal Health.

1085. Cardinal Health denies the allegations in Paragraph 1085 of the Complaint as alleged against Cardinal Health.

1086. Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 1086 of the Complaint, but denies that Plaintiff is entitled to any relief.

#### **NINTH CLAIM FOR RELIEF**

##### **Civil Conspiracy (Against All Defendants)**

1087. Cardinal Health repeats and realleges its responses to the allegations within all prior Paragraphs within the Complaint as if fully set forth herein, and otherwise denies the allegations in Paragraph 1087 of the Complaint as alleged against Defendant Cardinal Health.

1088. Cardinal Health denies the allegations in Paragraph 1088 of the Complaint as alleged against Cardinal Health.

1089. Cardinal Health denies the allegations in Paragraph 1089 of the Complaint as alleged against Cardinal Health.

1090. Cardinal Health denies the allegations in Paragraph 1090 of the Complaint as alleged against Cardinal Health.

1091. Cardinal Health denies the allegations in Paragraph 1091 of the Complaint as alleged against Cardinal Health.

1092. Cardinal Health denies the allegations in Paragraph 1092 of the Complaint as alleged against Cardinal Health.

1093. Cardinal Health denies the allegations in Paragraph 1093 of the Complaint as alleged against Cardinal Health.

1094. Cardinal Health denies the allegations in Paragraph 1094 of the Complaint as alleged against Cardinal Health.

1095. In response to Paragraph 1095 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations referenced in Paragraph 1095 as if fully set forth herein, and otherwise denies that it has participated in any alleged conspiracy.

1096. Cardinal Health denies the allegations in Paragraph 1096 of the Complaint as alleged against Cardinal Health.

1097. Cardinal Health denies the allegations in Paragraph 1097 of the Complaint as alleged against Cardinal Health.

1098. Cardinal Health denies the allegations in Paragraph 1098 of the Complaint as alleged against Cardinal Health.

1099. Cardinal Health denies the allegations in Paragraph 1099 of the Complaint as

alleged against Cardinal Health.

1100. Cardinal Health denies the allegations in Paragraph 1100 of the Complaint as alleged against Cardinal Health.

1101. Cardinal Health denies the allegations in Paragraph 1101 of the Complaint as alleged against Cardinal Health.

1102. Cardinal Health denies the allegations in Paragraph 1102 of the Complaint as alleged against Cardinal Health.

1103. Cardinal Health denies the allegations in Paragraph 1103 of the Complaint as alleged against Cardinal Health.

1104. Cardinal Health denies the allegations in Paragraph 1104 of the Complaint as alleged against Cardinal Health.

1105. Cardinal Health denies the allegations in Paragraph 1105 of the Complaint as alleged against Cardinal Health.

1106. Cardinal Health admits that Plaintiff purports to seek the relief identified in Paragraph 1106, but denies that Plaintiff is entitled to any relief.

#### **TENTH CLAIM FOR RELIEF**

##### **Violations Of Montana Unfair Trade Practices and Consumer Protection Act, MCA § 30-14-101, *et seq.* (Against All Defendants)**

1107. In response to Paragraph 1107 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all other Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth. Further answering, Cardinal Health states that Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, and therefore no response is required.

1108. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, the allegations in Paragraph 1108 of the Complaint purport to quote and interpret the Montana Code and Montana Administrative Rules, which speak for themselves, and Cardinal Health denies any attempt by Plaintiff to characterize or paraphrase the quoted provisions. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 1108 of the Complaint as alleged against Defendant Cardinal Health.

1109. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1109 of the Complaint as alleged against Defendant Cardinal Health.

1110. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1110 of the Complaint as alleged against Defendant Cardinal Health.

1111. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. The allegations of Paragraph 1111 of the Complaint do not relate to Cardinal Health, and therefore no response is required. To the extent any response is required, Cardinal Health denies the allegations in Paragraph 1111 of the complaint.

1112. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. The allegations of Paragraph 1112 of the Complaint do not relate to Cardinal Health, and therefore no response is required. To the extent any response is required, Cardinal Health denies the allegations in Paragraph 1112 of

the complaint.

1113. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1113 of the Complaint as alleged against Cardinal Health.

1114. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1114 of the Complaint as alleged against Cardinal Health.

1115. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health states that the allegations in Paragraph 1115 of the Complaint purport to quote and interpret Blackfeet Tribal law, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase the quoted provision of law. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 1115 of the Complaint as alleged against Defendant Cardinal Health.

1116. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health states that the allegations in Paragraph 1116 of the Complaint purport to quote and interpret Blackfeet Tribal law, which speaks for itself, and Cardinal Health denies any attempts by Plaintiffs to characterize or paraphrase the quoted provision of law. To the extent any further response is required, Cardinal Health denies the allegations in Paragraph 1116 of the Complaint as alleged against Defendant Cardinal Health.

1117. Because Plaintiff's Montana Consumer Protection Act claim has been

dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1117 of the Complaint as alleged against Cardinal Health.

1118. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1118 of the Complaint as alleged against Cardinal Health.

1119. Because Plaintiff's Montana Consumer Protection Act claim has been dismissed, *see* Dkt. 1500, no response is required. To the extent a response is required, Cardinal Health denies the allegations in Paragraph 1119 of the Complaint as alleged against Cardinal Health.

#### **PUNITIVE DAMAGES**

1120. In response to Paragraph 1120 of the Complaint, as alleged against Cardinal Health, Cardinal Health repeats and realleges its responses to the allegations within all other Paragraphs within the Complaint as if fully set forth herein, and otherwise denies possessing knowledge or information sufficient to form a belief as to their truth.

1121. Cardinal Health denies the allegations in Paragraph 1121 of the Complaint as alleged against Cardinal Health.

1122. Cardinal Health denies the allegations in Paragraph 1122 of the Complaint as alleged against Cardinal Health.

1123. Cardinal Health denies the allegations in Paragraph 1123 of the Complaint as alleged against Cardinal Health.

#### **PRAYER FOR RELIEF**

1124. Cardinal Health admits that Plaintiff purports to seek the relief in Paragraph

1124 of the Complaint, but denies that Plaintiff is entitled to any relief.

### **AFFIRMATIVE DEFENSES**

Cardinal Health asserts the following defenses to the Complaint. Cardinal Health does not admit or acknowledge that it bears the burden of proof and/or burden of persuasion with respect to any such defense. All of the following defenses are pled in the alternative and none constitutes an admission that Defendant is liable to Plaintiff, that Plaintiff has been or will be injured or damaged in any way, or that Plaintiff is entitled to any relief whatsoever. Defendant reserves the right to (i) rely upon any other applicable defenses set forth in any Answer or listing of affirmative defenses of any other Defendant in this Action, (ii) rely upon any other defenses that may become apparent during fact or expert discovery in this matter, and (iii) to amend this document and/or its Answer to assert any such defenses.

#### **FIRST DEFENSE**

The Complaint, and each cause of action or count alleged therein, fails to state facts sufficient to constitute a claim upon which relief may be granted against Defendant.

#### **SECOND DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, by the applicable statute of limitations.

#### **THIRD DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, by the applicable statute of repose.

#### **FOURTH DEFENSE**

Plaintiff may be barred by the doctrine of laches from all forms of relief sought in the Complaint.

#### **FIFTH DEFENSE**

Venue may be improper and/or inconvenient in this Court.



**SIXTH DEFENSE**

Plaintiff's claims are barred or limited for lack of standing.

**SEVENTH DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, because Plaintiff lacks capacity to bring its claims, including claims indirectly maintained on behalf of its members and claims brought as *parens patriae*.

**EIGHTH DEFENSE**

Plaintiff's claims are barred because Plaintiff is not the real party in interest.

**NINTH DEFENSE**

Plaintiff's claims are not ripe and/or have been mooted.

**TENTH DEFENSE**

Plaintiff's claims and damages are barred or limited, in whole or in part, by common law, statutory, and federal constitutional constraints on the exercise of police powers by an Indian tribe.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, because its remedies are limited to and by 25 U.S.C. § 1621e, or otherwise because of Plaintiff's participation in the Indian Self-Determination and Education Assistance Act and related compacts.

**TWELFTH DEFENSE**

Plaintiffs may be barred by the doctrine of unclean hands from all forms of relief sought in the Complaint.

**THIRTEENTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, for failure to exhaust administrative remedies.

**FOURTEENTH DEFENSE**

Plaintiffs may be barred by the doctrines of estoppel and/or waiver from all forms of relief sought in the Complaint.

**FIFTEENTH DEFENSE**

Plaintiffs may be barred by the doctrines of res judicata and collateral estoppel from all forms of relief sought in the Complaint.

**SIXTEENTH DEFENSE**

Plaintiff's claims are barred or limited by the terms and effect of any applicable Consent Judgment, including by operation of the doctrines of res judicata and collateral estoppel, failure to fulfill conditions precedent, failure to provide requisite notice, payment, accord and satisfaction, and compromise and settlement.

**SEVENTEENTH DEFENSE**

Plaintiffs have failed to join all necessary parties, including without limitation health care providers, prescribers, patients, and other third parties whom Plaintiffs allege engaged in the unauthorized or illicit prescription, dispensing, diversion, or use of prescription opioid products.

**EIGHTEENTH DEFENSE**

To the extent that Plaintiff's claims relate to Defendants' alleged advertising, public statements, lobbying, or other activities protected by the First Amendment to the Constitution of the United States or by the Constitution of the State of Montana or that of any other state or sovereign whose laws may apply, such claims are barred.

**NINETEENTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, to the extent that they violate the Due Process or Ex Post Facto protections of the United States or Montana constitutions.

**TWENTIETH DEFENSE**

Defendant denies all types of causation, including without limitation, cause in fact, proximate cause and producing cause, with respect to the claims asserted against Defendant.

**TWENTY-FIRST DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, because Defendant did not proximately cause the damages complained of, and because the acts of other persons (including individuals engaged in the illegal distribution or use of opioids without a proper prescription) intervened between Defendant's acts and Plaintiff's harms. Defendant had no legal duty to protect Plaintiff from the intentional criminal acts of third persons, which are superseding causes that extinguish any liability.

**TWENTY-SECOND DEFENSE**

Any injuries or damages alleged in the Complaint may have been caused by unforeseeable and uncontrollable circumstances and/or other forces over which Defendant had no control and for which Defendant is not responsible, including pre-existing medical conditions.

**TWENTY-THIRD DEFENSE**

Plaintiff's claims are barred in whole or in part because Plaintiff suffered no injuries or damages as a result of any action by Defendant.

**TWENTY-FOURTH DEFENSE**

The Complaint, and each alleged claim contained therein, is barred, in whole or in part, because the derivative injury rule and the remoteness doctrine bar Plaintiff from recovering payments that it allegedly made on behalf its members to reimburse any expenses for health care, pharmaceutical care, and other public services.

**TWENTY-FIFTH DEFENSE**

Plaintiff's claims are barred to the extent that Defendant has valid defenses that bar recovery by those persons on whose behalf Plaintiff purportedly seeks recovery.

**TWENTY-SIXTH DEFENSE**

Plaintiff's claims are subject to all defenses that could be asserted if Plaintiff's claims were properly made by individuals on whose behalf or for whose alleged damages Plaintiff seeks to recover.

**TWENTY-SEVENTH DEFENSE**

Plaintiff has failed to comply with the requirement that it identify each patient in whose claim(s) it has a subrogation interest and on whose behalf it has incurred costs.

**TWENTY-EIGHTH DEFENSE**

Plaintiff fails to plead that it reimbursed any prescriptions for any opioid distributed by Defendant that harmed patients and should not have been written, or that Defendant's allegedly improper conduct caused any health care provider to write any ineffective or harmful opioid prescriptions.

**TWENTY-NINTH DEFENSE**

Plaintiff's claims are barred to the extent that Plaintiff's alleged damages are speculative, uncertain, and hypothetical.

**THIRTIETH DEFENSE**

Any injuries and/or damages sustained by Plaintiff were caused, in whole or in part, by its own failure to effectively enforce the law and prosecute violations thereof and any recovery by Plaintiff is barred or, alternatively, should be diminished according to its own fault.

**THIRTY-FIRST DEFENSE**

Any recovery against Defendant is barred or limited under the principles of assumption of the risk and informed consent.

**THIRTY-SECOND DEFENSE**

Plaintiff's damages, if any, were caused by the active, direct, and proximate negligence or actual conduct of entities or persons other than Defendant, and in the event that Defendant is

found to be liable to Plaintiffs, Defendant will be entitled to indemnification, contribution, and/or apportionment.

#### **THIRTY-THIRD DEFENSE**

Defendant asserts its right to a proportionate reduction of any damages found against Defendant based on the negligence or other conduct of any settling tortfeasor and/or responsible third party and/or Plaintiffs.

#### **THIRTY-FOURTH DEFENSE**

A specific percentage of the tortious conduct that proximately caused the injury or loss to person or property is attributable to (i) each Plaintiff, (ii) other parties from whom Plaintiff seeks recovery, and (iii) persons with whom Plaintiff has settled or whom Plaintiffs have released from liability. MCA § 27-1-703.

#### **THIRTY-FIFTH DEFENSE**

Any verdict or judgment that might be recovered by Plaintiffs must be reduced by those amounts that have already indemnified or with reasonable certainty will indemnify Plaintiffs in whole or in part for any past or future claimed economic loss from any collateral source or any other applicable law.

#### **THIRTY-SIXTH DEFENSE**

If Defendant is found liable for Plaintiff's alleged injuries and losses (which liability is specifically denied), the facts will show that Defendant caused fifty percent or less of the conduct that proximately caused such injuries or loss and is liable only for its proportionate share of the damages that represent economic loss. MCA § 27-1-703.

#### **THIRTY-SEVENTH DEFENSE**

The damages which Plaintiff may be entitled to recover if liability is established (which liability is specifically denied) are capped pursuant to MCA § 27-1-220.

**THIRTY-EIGHTH DEFENSE**

Any damages that Plaintiff may recover against Defendant must be reduced to the extent that Plaintiffs are seeking to damages for alleged injuries or expenses related to the same user(s) of the subject prescription medications, or damages recovered or recoverable by other actual or potential plaintiffs. Any damages that Plaintiff may recover against Defendant must be reduced to the extent they unjustly enrich Plaintiff.

**THIRTY-NINTH DEFENSE**

Plaintiff's claims against Defendant are barred to the extent they rely, explicitly or implicitly, on a theory of market-share liability.

**FORTIETH DEFENSE**

Plaintiff's claims against Defendant are barred or limited by the economic loss rule.

**FORTY-FIRST DEFENSE**

Plaintiffs may have failed or refused to exercise reasonable care and diligence to avoid loss and minimize damages and, therefore, may not recover for losses that could have been prevented by reasonable efforts on its part, or by expenditures which might reasonably have been made. Recovery, if any, should therefore be reduced by Plaintiff's failure to mitigate damages, if any.

**FORTY-SECOND DEFENSE**

To the extent Plaintiffs attempt to seek equitable relief, Plaintiffs are not entitled to such relief because Plaintiffs have an adequate remedy at law.

**FORTY-THIRD DEFENSE**

Plaintiff's claims for relief in the Complaint are barred, in whole or in part, based on the principles of equity. Numerous facts would render the imposition of injunctive relief, civil penalties, or other remedies inequitable here, including but not limited to Defendant's good faith reliance on state and federal guidance and the absence of any intentionally unlawful conduct.

**FORTY-FOURTH DEFENSE**

The claims asserted in the Complaint are barred, in whole or in part, because federal agencies have exclusive or primary jurisdiction over the matters asserted in the Complaint.

**FORTY-FIFTH DEFENSE**

Plaintiff's claims are preempted by federal law, including (without limitation) the federal Controlled Substances Act and the Food, Drug, and Cosmetic Act ("FDCA").

**FORTY-SIXTH DEFENSE**

The conduct of Defendant conformed with the FDCA and the requirements of the FDA, and the activities of Defendant alleged in the Complaint conformed with all state and federal statutes, regulations, and industry standards based on the state of knowledge at the relevant time(s) alleged in the Complaint.

**FORTY-SEVENTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, by conflict preemption as set forth in the United States Supreme Court's decisions in *PLIVA, Inc. v. Mensing*, 131 S. Ct. 2567 (2011) and *Mutual Pharm. Co. v. Bartlett*, 133 S. Ct. 2466 (2013).

**FORTY-EIGHTH DEFENSE**

Plaintiff's claims are preempted insofar as they conflict with Congress's purposes and objectives in enacting relevant federal legislation and authorizing regulations, including the Hatch-Waxman Amendments to the FDCA and implementing regulations. *See Geier v. Am. Honda Co.*, 529 U.S. 861 (2000).

**FORTY-NINTH DEFENSE**

To the extent Plaintiffs claim that Defendant misled or defrauded FDA or any other federal agency with respect to the Manufacturer Defendants' disclosure of information related to the safety of their medications at issue, such claims are preempted by federal law. *See Buckman v. Plaintiffs' Legal Comm.*, 531 U.S. 341 (2001).

**FIFTIETH DEFENSE**

To the extent Plaintiffs claim that Defendant misled or defrauded DEA or any federal agency by failing to report suspicious pharmacy orders or other information, such claims are preempted by federal law. *See Buckman v. Plaintiffs' Legal Comm'n*, 531 U.S. 341 (2001).

**FIFTY-FIRST DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the deference that common law accords discretionary actions by the FDA under the FDCA and discretionary actions by the DEA under the Controlled Substances Act.

**FIFTY-SECOND DEFENSE**

If Plaintiffs incurred the damages alleged, which is expressly denied, Defendant is not liable for damages because the methods, standards, or techniques of designing, manufacturing, labeling, and distributing of the prescription medications at issue complied with and were in conformity with the laws and regulations of the Controlled Substances Act, the FDCA, and the generally recognized state of the art in the industry at the time the product was designed, manufactured, labeled, and distributed.

**FIFTY-THIRD DEFENSE**

Plaintiff's claims are barred to the extent they are based on any allegations involving failure to provide adequate warnings or information because all warnings or information that accompanied the allegedly distributed products were approved by the United States Food & Drug Administration for a product approved under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Section 301 et seq.), as amended, or Section 351, Public Health Service Act (42 U.S.C. Section 262), as amended, or the warnings and information provided were those stated in monographs developed by the United States Food & Drug Administration for pharmaceutical products that may be distributed without an approved new drug application.



**FIFTY-FOURTH DEFENSE**

Plaintiff's claims are barred in whole or in part under the learned intermediary doctrine.

**FIFTY-FIFTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, by the absence of the existence of an "enterprise" for the purposes of RICO liability.

**FIFTY-SIXTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, by the absence of an "association" between Cardinal Health and any other defendant or entity alleged to be part of an "enterprise" for purposes of RICO.

**FIFTY-SEVENTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because Cardinal Health did not participate in any "enterprise" as defined by law.

**FIFTY-EIGHTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because Cardinal Health did not engage in a pattern of racketeering activity under RICO.

**FIFTY-NINTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because Cardinal Health did not knowingly agree to facilitate any schemes that includes the operation or management of a RICO enterprise.

**SIXTIETH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, by the absence of a conspiracy, including a lack of agreement to commit any unlawful predicate acts, necessary to establish a valid RICO claim under 18 U.S.C. § 1962(d).

**SIXTY-FIRST DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because Cardinal Health did not commit any predicate acts that may give rise to liability under 18 U.S.C. § 1962.

**SIXTY-SECOND DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because there are no allegations that Cardinal Health adopted the goal of furthering or facilitating any criminal endeavor as necessary to support plaintiff's civil conspiracy theory of liability.

**SIXTY-THIRD DEFENSE**

The federal RICO statute is unconstitutionally vague.

**SIXTY-FOURTH DEFENSE**

Plaintiff's alleged damages do not constitute injury to business or property interests cognizable under RICO.

**SIXTY-FIFTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because Plaintiff is not a "person" entitled to bring a RICO claim.

**SIXTY-SIXTH DEFENSE**

Plaintiff's RICO claims are barred, in whole or in part, because the alleged predicated acts, namely failure to report and halt suspicious orders under the Controlled Substances Act, do not qualify as racketeering activity for purposes of RICO.

**SIXTY-SEVENTH DEFENSE**

Defendant did not owe or breach any statutory or common law duty to Plaintiffs.

**SIXTY-EIGHTH DEFENSE**

Plaintiff's claims are barred to the extent they rely on a theory of negligence *per se* because Plaintiff is not a member of any class of persons to whom Defendant owes a statutory duty. *See* Dkt. 1680.

**SIXTY-NINTH DEFENSE**

Defendant appropriately, completely, and fully performed and discharged any and all obligations and legal duties arising out of the matters alleged in the Complaint.

**SEVENTIETH DEFENSE**

Plaintiff's claims are barred, in whole or in part, because Defendant complied at all relevant times with all applicable laws, including all legal and regulatory duties.

**SEVENTY-FIRST DEFENSE**

To the extent that Plaintiff relies on letters or other informal guidance from the DEA to establish Defendant's regulatory duties, such informal guidance cannot enlarge Defendant's regulatory duties in the absence of compliance by DEA with the requirements by the Administrative Procedure Act, 5 U.S.C. § 551 *et seq.*

**SEVENTY-SECOND DEFENSE**

Plaintiff's claims are barred to the extent they are based on alleged violations of industry customs because purported industry customs do not create legal duties on Defendant.

**SEVENTY-THIRD DEFENSE**

The claims asserted in the Complaint are barred, in whole or in part, by the Restatement (Second) of Torts § 402A, Comments j and k, and Restatement (Third) of Torts: Products Liability § 6.

**SEVENTY-FOURTH DEFENSE**

Plaintiff fails to plead any actionable misrepresentation or omission made by or attributable to Defendant.

**SEVENTY-FIFTH DEFENSE**

Plaintiff's claims are barred in whole or in part because no conduct of Defendant was misleading, unfair, or deceptive.

**SEVENTY-SIXTH DEFENSE**

Plaintiff's claims may be barred, in whole or in part, because neither the users nor their prescribers of the medications distributed by Defendant, nor Plaintiff itself, relied to their detriment upon any statement by Defendant in determining to use the medications at issue.

**SEVENTY-SEVENTH DEFENSE**

Defendant is not liable for any statements in the Manufacturer Defendants' branded or unbranded materials.

**SEVENTY-EIGHTH DEFENSE**

Plaintiff's claims of public nuisance are barred to the extent they inappropriately rely upon a theory of absolute nuisance.

**SEVENTY-NINTH DEFENSE**

Plaintiff's claim of public nuisance is barred or limited because no action of Defendant involved interference with real property; illegal conduct perpetrated by third parties involving the use of an otherwise legal product does not involve a public right against the distributor sufficient to state a claim for public nuisance; the alleged public nuisance would have impermissible extraterritorial reach; and the alleged conduct of Defendant is too remote from the alleged injury as a matter of law and due process.

**EIGHTIETH DEFENSE**

Plaintiff's federal common law nuisance claim is barred because no federal common law of drug distribution exists, *see* Dkt. 1500, and because any such common law, if it exists, has been displaced.

**EIGHTY-FIRST DEFENSE**

Plaintiff's claim for unjust enrichment is barred or limited because Defendant did not receive and retain any alleged benefit from Plaintiffs.

**EIGHTY-SECOND DEFENSE**

Plaintiff's civil conspiracy claim is barred because Defendant not enter into a "meeting of the minds" with any other person as to any conspiracy.

**EIGHTY-THIRD DEFENSE**

Plaintiff's Montana Consumer Protection Act claim is barred because plaintiff lacks standing to bring a claim under the statute. *See* Dkt. 1500.

**EIGHTY-FOURTH DEFENSE**

To the extent that Plaintiff is alleging fraud, fraudulent concealment, or similar conduct, including under its Montana Consumer Protection Act claim, Plaintiff has failed to plead fraud with sufficient particularity.

**EIGHTY-FIFTH DEFENSE**

Plaintiff's claims are barred, reduced, and/or limited pursuant to the applicable Montana statutory and common law regarding limitations of awards, caps on recovery, and setoffs.

**EIGHTY-SIXTH DEFENSE**

Plaintiff's claims are barred, reduced, and/or limited to the extent that Defendant is entitled to a credit or setoff for any and all sums Plaintiff has received in the way of any and all settlements.

**EIGHTY-SEVENTH DEFENSE**

Plaintiff's Complaint is barred, in whole or in part, by the doctrines of acquiescence, settlement, or release.

**EIGHTY-EIGHTH DEFENSE**

Defendant's liability, if any, will not result from their conduct but is solely the result of an obligation imposed by law, and thus Defendant is entitled to complete indemnity, express or implied, by other parties.

**EIGHTY-NINTH DEFENSE**

Plaintiff's claims for punitive or exemplary damages or other civil penalties are barred or reduced by applicable law or statute or, in the alternative, are unconstitutional insofar as they violate the due process protections afforded by the United States Constitution, the excessive fines clause of the Eighth Amendment of the United States Constitution, the Full Faith and Credit Clause of the United States Constitution, and applicable provisions of the Constitution of Montana or that of any other state whose laws may apply. Any law, statute or other authority purporting to permit the recovery of punitive damages or civil penalties in this case is unconstitutional, facially and as applied, to the extent that, without limitation, it: (1) lacks constitutionally sufficient standards to guide and restrain the jury's discretion in determining whether to award punitive damages or civil penalties and/or the amount, if any; (2) is void for vagueness in that it fails to provide adequate advance notice as to what conduct will result in punitive damages or civil penalties; (3) unconstitutionally may permit recovery of punitive damages or civil penalties based on harms to third parties, out-of-state conduct, conduct that complied with applicable law, or conduct that was not directed, or did not proximately cause harm, to Plaintiffs; (4) unconstitutionally may permit recovery of punitive damages or civil penalties in an amount that is not both reasonable and proportionate to the amount of harm, if any, to Plaintiffs and to the amount of compensatory damages, if any; (5) unconstitutionally may permit jury consideration of net worth or other financial information relating to Defendants; (6) lacks constitutionally sufficient standards to be applied by the trial court in post-verdict review of any award of punitive damages or civil penalties; (7) lacks constitutionally sufficient standards for appellate review of any award of punitive damages or civil penalties; (8) would unconstitutionally impose a penalty, criminal in nature, without according to Defendants the same procedural protections that are accorded to criminal defendants under the constitutions of the United States, this State, and any other state whose

laws may apply; and (9) otherwise fails to satisfy Supreme Court precedent, including, without limitation, *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991); *TXO Production Corp. v. Alliance Resources, Inc.*, 509 U.S. 443 (1993); *BMW of N. Am. v. Gore*, 517 U.S. 559 (1996); *State Farm Ins. Co. v. Campbell*, 538 U.S. 408 (2003); and *Philip Morris USA v. Williams*, 549 U.S. 346 (2007).

#### **NINETIETH DEFENSE**

To the extent that Plaintiff seeks punitive, exemplary, or aggravated damages, any such damages are barred because the product at issue, and its labeling, were subject to and received pre-market approval by the FDA under 52 Stat. 1040, 21 U.S.C. § 301.

#### **NINETY-FIRST DEFENSE**

Plaintiff's claims for punitive or exemplary damages are barred because Plaintiff cannot prove by clear and convincing evidence that Defendant acted with actual fraud or actual malice and Defendant has neither acted nor failed to act in a manner that entitles Plaintiff to recover punitive or exemplary damages.

#### **NINETY-SECOND DEFENSE**

Plaintiffs cannot obtain relief on its claims based on actions undertaken by Defendant of which Defendant provided notice of all material facts.

#### **NINETY-THIRD DEFENSE**

Defendant is entitled to, and claims the benefit of, all defenses and presumptions set forth in or arising from any rule of law or statute of this State or any other state whose substantive law might control the action.

#### **NINETY-FOURTH DEFENSE**

Plaintiff's claims are barred by the doctrine of *in pari delicto*.

**NINETY-FIFTH DEFENSE**

Plaintiff's statutory nuisance claim is barred because the Montana nuisance statute, MCA § 27-30-101 *et seq.*, is unconstitutionally vague.

**NINETY-SIXTH DEFENSE**

Plaintiff's claims of public nuisance are barred or, in the alternative, limited, because no property belonging to Plaintiff was injuriously affected by Defendant's actions and Plaintiff's personal enjoyment of any property was not lessened by reason of Defendant's actions. *See* MCA § 27-30-103.

**NINETY-SEVENTH DEFENSE**

Plaintiff's claims of public nuisance are barred or limited because Defendant's distribution of prescription opioids pursuant to legitimate orders from licensed pharmacies is expressly authorized by statute, and "[n]othing that is done or maintained under the express authority of a statute may be deemed a public or private nuisance" pursuant to MCA § 27-30-101(2).

**NINETY-EIGHTH DEFENSE**

Defendant asserts all applicable defenses under Federal Rules of Civil Procedure 8(c) and 12(b) and/or Montana Rules of Civil Procedure 8(c) and 12(b), as investigation and discovery proceeds.

**NINETY-NINTH DEFENSE**

To the extent they are not otherwise incorporated herein, Defendant incorporates as a defense the defenses and arguments raised in the motions to dismiss of any defendant in this case.

**ONE HUNDREDTH DEFENSE**

Defendant adopts by reference any additional applicable defense pled by any other defendants not otherwise pled herein.



**ONE HUNDRED FIRST DEFENSE**

Plaintiff's claims are barred in whole or in part, or are subject to other limitations, by Mont. Code Ann. § 27-1-719.

**ONE HUNDRED SECOND DEFENSE**

Because Plaintiff is a federally recognized tribe, it lacks standing to pursue any claims under the federal Controlled Substances Act through its Attorney General. *See, e.g., McKesson Corp. v. Hembree*, No. 17-CV-323-TCK-FHM, 2018 WL 340042 (N.D. Okla. Jan. 9, 2018).

**ONE HUNDRED THIRD DEFENSE**

Plaintiff is a federally recognized tribe that lacks organizational standing to bring the claims in this case.

**ONE HUNDRED FOURTH DEFENSE**

Plaintiff lacks jurisdiction over any injuries occurring beyond the exterior boundaries of the Blackfeet Indian Reservation.

**ONE HUNDRED FIFTH DEFENSE**

Plaintiff may not be awarded damages for services provided to non-tribal members living outside the boundaries of the Blackfeet Indian Reservation.

**ONE HUNDRED SIXTH DEFENSE**

Any damages claimed by Plaintiff must be reduced by the amount of funding received for healthcare and other services from the Federal government or other non-tribal sources.

**ONE HUNDRED SEVENTH DEFENSE**

Plaintiff may not be awarded punitive or exemplary damages because any award of punitive or exemplary damages would constitute imposition of a penalty equivalent to a criminal sanction by a tribe against a nonmember, and therefore violates the U.S. Constitution.

**ONE HUNDRED EIGHTH DEFENSE**

Plaintiff lacks criminal jurisdiction over non-Indians, including Defendant.

**ONE HUNDRED NINTH DEFENSE**

To the extent any agents, employees, or contractors of Defendant caused any of the damages alleged by the Tribe, such agents, employees, or contractors were acting outside the scope of agency employment, or contract with Defendant, and any recovery against Defendant must be reduced by the proportionate fault of such agents, employees, or contractors.

**DEMAND FOR BIFURCATED TRIAL**

If any Plaintiff is permitted to proceed to trial upon any claims for punitive or exemplary damages, such claims, if any, must be bifurcated from the remaining issues.

**DEMAND FOR JURY TRIAL**

Defendant hereby demands a trial by jury of all issues so triable.

**WHEREFORE**, Defendant Cardinal Health, Inc. demands judgment dismissing Plaintiff's Complaint herein in its entirety, together with costs and disbursements of this action, and together with such other and further relief as this Court deems just and proper.

Respectfully submitted,

By: /s/ Enu Mainigi

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